



**AMENDMENT NO. 9  
INTERLOCAL COOPERATION AGREEMENT  
No. 9100 NI150000001  
BETWEEN  
THE CITY OF AUSTIN  
AND  
AUSTIN TRAVIS COUNTY MENTAL HEALTH  
AND MENTAL RETARDATION CENTER  
DBA  
INTEGRAL CARE  
FOR  
COMMUNITY ADVANCEMENT NETWORK (CAN) ADMINISTRATION**

This Ninth Amendment to the Interlocal Agreement identified as Agreement Number **9100 NI150000001** (Agreement) is entered into by and between the City of Austin (City), a Texas home-rule municipal corporation, and Austin Travis County Mental Health and Mental Retardation Center *dba* Integral Care (INTEGRAL CARE), a Texas community center under chapter 534 of the Texas Health and Safety Code.

The City and INTEGRAL CARE hereby agree to the Agreement revisions listed below.

- 1.0** The total amount for this Ninth Amendment to the Agreement is ***One Hundred Thousand Seven Hundred Ninety Seven dollars (\$100,797)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Oct. 1, 2014 – Sept. 30, 2015)	n/a	\$ 68,187
Amendment No. 1: Add Funds to Agreement	\$ 22,500	\$ 90,687
Amendment No. 2: Exercise Extension Option #1 (Oct. 1, 2015 – Sept. 30, 2016)	\$ 90,687	\$ 181,374
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 5,441	\$ 186,815
Amendment No. 4: Exercise Extension Option #2 (Oct. 1, 2016 – Sept. 30, 2017)	\$ 96,128	\$ 282,943
Amendment No. 5: Add funds to Agreement and modify Exhibits	\$ 2,211	\$ 285,154
Amendment No. 6: Exercise Extension Option #3 (Oct. 1, 2017 – Sept. 30, 2018)	\$ 98,339	\$ 383,493
Amendment No. 7: Add funds to Agreement and modify Exhibits	\$ 2,458	\$ 385,951

Amendment No. 8: Exercise Extension Option #4 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 100,797	\$ 486,748
Amendment No. 9: Exercise Extension Option #5 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 100,797	\$ 587,545

**3.0 The Agreement is hereby amended by making the following changes to the original Agreement EXHIBITS:**

**Exhibit B.1 – Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 – Program Budget and Narrative. [Revised 5/7/2019]**

**4.0 The Agreement is hereby amended by deleting the specified term and condition in its entirety and replacing it with the following:**

**Section 4.1.2 Payment to INTEGRAL CARE shall be made in the following increments:**

**4.1.2.1 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to INTEGRAL CARE shall not exceed \$100,797 (One Hundred Thousand Seven Hundred Ninety Seven dollars).**

**5.0 MBE/WBE goals were not established for this Agreement.**

**6.0 Based on the criteria in the City's Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.**

**7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.**

**8.0 All other Agreement terms and conditions remain the same.**

**BY THE SIGNATURES affixed below, this Ninth Amendment is hereby incorporated into and made a part of the above-referenced Agreement.**

**GRANTEE**

Signature: \_\_\_\_\_



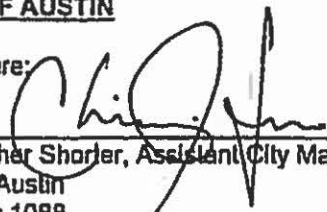
AUSTIN TRAVIS COUNTY MENTAL  
HEALTH AND MENTAL RETARDATION  
CENTER DBA INTEGRAL CARE  
David Evans, Chief Executive Officer  
1430 Collier Street  
Austin, TX 78704

Date: \_\_\_\_\_

9/10/19

**CITY OF AUSTIN**

Signature: \_\_\_\_\_



Christopher Shorter, Assistant City Manager  
City of Austin  
PO Box 1088  
Austin, TX 78767

Date: \_\_\_\_\_

9/25/19

## Program Budget and Narrative

Program Start 10/1/2019  
Program End 9/30/2020

	City Share	Other	Total
Salary plus Benefits	\$98,339.00	\$171,165.00	\$269,504.00
General Operations Expenses	\$2,458.00	\$21,542.00	\$24,000.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$2,458.00	\$21,542.00	\$24,000.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$100,797.00	\$192,707.00	\$293,504.00

### Detailed Budget Narrative

#### Salaries plus Benefits

Salaries, benefits, and employment taxes for CAN staff

#### General Op Expenses

Event planning contractors, web design services contractors, support for new language access website, and toolkit revamping services.

#### Program Subgrantees

#### Staff Travel

#### Conferences

#### Food and Beverage

#### Financial Assistance

#### Other Assistance

#### Capital Outlay



**AMENDMENT NO. 8  
INTERLOCAL COOPERATION AGREEMENT  
No. NI150000001  
BETWEEN  
THE CITY OF AUSTIN  
AND  
AUSTIN TRAVIS COUNTY MENTAL HEALTH  
AND MENTAL RETARDATION CENTER  
DBA  
INTEGRAL CARE  
FOR  
COMMUNITY ADVANCEMENT NETWORK (CAN) ADMINISTRATION**

This Eighth Amendment to the Interlocal Agreement identified as Agreement Number **NI150000001** (Agreement) is entered into by and between the City of Austin (City), a Texas home-rule municipal corporation, and Austin Travis County Mental Health and Mental Retardation Center *dba* Integral Care (INTEGRAL CARE), a political subdivision of the State of Texas.

The City and INTEGRAL CARE hereby agree to the Agreement revisions listed below.

- 1.0** The total amount for this Eighth Amendment to the Agreement is ***One Hundred Thousand Seven Hundred Ninety Seven dollars (\$100,797)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Oct. 1, 2014 – Sept. 30, 2015)	n/a	\$ 68,187
Amendment No. 1: Add Funds to Agreement	\$ 22,500	\$ 90,687
Amendment No. 2: Exercise Extension Option #1 (Oct. 1, 2015 – Sept. 30, 2016)	\$ 90,687	\$ 181,374
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 5,441	\$ 186,815
Amendment No. 4: Exercise Extension Option #2 (Oct. 1, 2016 – Sept. 30, 2017)	\$ 96,128	\$ 282,943
Amendment No. 5: Add funds to Agreement and modify Exhibits	\$ 2,211	\$ 285,154
Amendment No. 6: Exercise Extension Option #3 (Oct. 1, 2017 – Sept. 30, 2018)	\$ 98,339	\$ 383,493
Amendment No. 7: Add funds to Agreement and modify Exhibits	\$ 2,458	\$ 385,951



Amendment No. 8: Exercise Extension Option #4 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 100,797	\$ 486,748
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**3.0 The Agreement is hereby amended by making the following changes to the original Agreement EXHIBITS:**

**Exhibit B.1 – Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 – Program Budget and Narrative. (Revised 8/12/2018)**

**4.0 The Agreement is hereby amended by deleting the specified term and condition in its entirety and replacing it with the following:**

**Section 4.1.2 Payment to INTEGRAL CARE shall be made in the following increments:**

**4.1.2.1 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to INTEGRAL CARE shall not exceed \$100,797 (One Hundred Thousand Seven Hundred Ninety Seven dollars).**

**6.0 MBE/WBE goals were not established for this Agreement.**

**6.0 Based on the criteria in the City's Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.**

**7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.**

**8.0 All other Agreement terms and conditions remain the same.**

**BY THE SIGNATURES affixed below, this Eighth Amendment is hereby incorporated into and made a part of the above-referenced Agreement.**

**GRANTEE**

**Signature:**

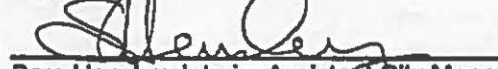


**AUSTIN TRAVIS COUNTY MENTAL  
HEALTH AND MENTAL RETARDATION  
CENTER DBA INTEGRAL CARE  
David Evans, Chief Executive Officer  
1430 Collier Street  
Austin, TX 78704**

**Date: 8/21/18**

**CITY OF AUSTIN**

**Signature:**



**Sara Hensley, Interim Assistant City Manager  
City of Austin  
PO Box 1088  
Austin, TX 78767**

**Date: 8/21/18**

## Program Budget and Narrative

Program Start 10/1/2018  
Program End 9/30/2019

	City Share	Other	Total
<b>Salary plus Benefits</b>	<b>\$98,339.00</b>	<b>\$171,165.00</b>	<b>\$269,504.00</b>
General Operations Expenses	\$2,458.00	\$21,542.00	\$24,000.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
<b>Operations SubTotal</b>	<b>\$2,458.00</b>	<b>\$21,542.00</b>	<b>\$24,000.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
<b>Direct Assistance SubTotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Capital Outlay Amount</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$100,797.00</b>	<b>\$192,707.00</b>	<b>\$293,504.00</b>

### Detailed Budget Narrative

#### Salaries plus Benefits

Salaries, benefits, and employment taxes for CAN staff

#### General Op Expenses

Event planning contractors, web design services contractors, support for new language access website, and toolkit revamping services.

#### Program Subgrantees

#### Staff Travel

#### Conferences

#### Food and Beverage

#### Financial Assistance

#### Other Assistance

#### Capital Outlay



**AMENDMENT NO. 7  
INTERLOCAL COOPERATION AGREEMENT  
No. NI150000001  
BETWEEN  
THE CITY OF AUSTIN  
AND  
AUSTIN TRAVIS COUNTY MENTAL HEALTH  
AND MENTAL RETARDATION CENTER  
DBA  
INTEGRAL CARE  
FOR  
COMMUNITY ADVANCEMENT NETWORK (CAN) ADMINISTRATION**

This Seventh Amendment to the Interlocal Agreement identified as Agreement Number **NI150000001** (Agreement) is entered into by and between the City of Austin (City), a Texas home-rule municipal corporation, and Austin Travis County Mental Health and Mental Retardation Center *dba* Integral Care (INTEGRAL CARE), a political subdivision of the State of Texas.

The City and INTEGRAL CARE hereby agree to the Agreement revisions listed below.

- 1.0** The total amount for this Seventh Amendment to the Agreement is ***Two Thousand Four Hundred Fifty Eight dollars (\$2,458)***. The total Agreement amount is recapped below:

<b>Term</b>	<b>Agreement Change Amount</b>	<b>Total Agreement Amount</b>
Basic Term: (Oct. 1, 2014 – Sept. 30, 2015)	n/a	\$ 68,187
Amendment No. 1: Add Funds to Agreement	\$ 22,500	\$ 90,687
Amendment No. 2: Exercise Extension Option #1 (Oct. 1, 2015 – Sept. 30, 2016)	\$ 90,687	\$ 181,374
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 5,441	\$ 186,815
Amendment No. 4: Exercise Extension Option #2 (Oct. 1, 2016 – Sept. 30, 2017)	\$ 96,128	\$ 282,943
Amendment No. 5: Add funds to Agreement and modify Exhibits	\$ 2,211	\$ 285,154
Amendment No. 6: Exercise Extension Option #3 (Oct. 1, 2017 – Sept. 30, 2018)	\$ 98,339	\$ 383,493
Amendment No. 7: Add funds to Agreement and modify Exhibits	\$ 2,458	\$ 385,951

3.0 The Agreement is hereby amended by making the following changes to the original Agreement EXHIBITS:

**Exhibit B.1 – Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 – Program Budget and Narrative. [Revised 12/5/2017]**

4.0 The Agreement is hereby amended by deleting the specified term and condition in its entirety and replacing it with the following:

**Section 4.1 Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 48 month term shall not exceed the amount approved by City Council, which is **\$385,951 (Three Hundred Eighty Five Thousand Nine Hundred Fifty One dollars)**, and **\$100,797 (One Hundred Thousand Seven Hundred Ninety Seven dollars)** per remaining 12 month extension option, for a total Agreement amount of **\$587,545**. Continuation of the Agreement beyond the initial 48 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

**Section 4.1.2 Payment to INTEGRAL CARE** shall be made in the following increments:

**4.1.2.1** For the Program Period of **10/1/2017** through **9/30/2018**, the payment from the City to INTEGRAL CARE shall not exceed **\$100,797 (One Hundred Thousand Seven Hundred Ninety Seven dollars)**.

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City's Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Seventh Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature:



AUSTIN TRAVIS COUNTY MENTAL  
HEALTH AND MENTAL RETARDATION  
CENTER DBA INTEGRAL CARE  
David Evans, Chief Executive Officer  
1430 Collier Street  
Austin, TX 78704

Date: 1-26-18

**CITY OF AUSTIN**

Signature:



Sara Hensley, Interim Assistant City Manager  
City of Austin  
PO Box 1088  
Austin, TX 78767

Date: 2-20-18



**Program Budget and Narrative**

Program Start 10/01/2017  
Program End 09/30/2018

	City Share	Other	Total
<b>Salary plus Benefits</b>	<b>\$98,339.00</b>	<b>\$171,165.00</b>	<b>\$269,504.00</b>
General Operations Expenses	\$2,458.00	\$21,542.00	\$24,000.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
<b>Operations SubTotal</b>	<b>\$2,458.00</b>	<b>\$21,542.00</b>	<b>\$24,000.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
<b>Direct Assistance SubTotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Capital Outlay Amount</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$100,797.00</b>	<b>\$192,707.00</b>	<b>\$293,504.00</b>

**Detailed Budget Narrative**

**Salaries plus Benefits**

Salaries, benefits, and employment taxes for CAN staff

**General Op Expenses**

Event planning contractors, web design services contractors, support for new language access website, and toolkit revamping services

**Program Subgrantees**

**Staff Travel**

**Conferences**

**Food and Beverage**

**Financial Assistance**

**Other Assistance**

**Capital Outlay**



**AMENDMENT NO. 6  
INTERLOCAL COOPERATION AGREEMENT  
No. NI150000001  
BETWEEN  
THE CITY OF AUSTIN  
AND  
AUSTIN TRAVIS COUNTY MENTAL HEALTH  
AND MENTAL RETARDATION CENTER  
DBA  
INTEGRAL CARE  
FOR  
COMMUNITY ADVANCEMENT NETWORK (CAN) ADMINISTRATION**

This Sixth Amendment to the Interlocal Agreement identified as Agreement Number NI150000001 (Agreement) is entered into by and between the City of Austin (City), a Texas home-rule municipal corporation, and Austin Travis County Mental Health and Mental Retardation Center *dba* Integral Care (INTEGRAL CARE), a political subdivision of the State of Texas.

The City and INTEGRAL CARE hereby agree to the Agreement revisions listed below.

- 1.0** The total amount for this Sixth Amendment to the Agreement is ***Ninety Eight Thousand Three Hundred Thirty Nine dollars (\$98,339)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Oct. 1, 2014 – Sept. 30, 2015)	n/a	\$ 68,187
Amendment No. 1: Add Funds to Agreement	\$ 22,500	\$ 90,687
Amendment No. 2: Exercise Extension Option #1 (Oct. 1, 2015 – Sept. 30, 2016)	\$ 90,687	\$ 181,374
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 5,441	\$ 186,815
Amendment No. 4: Exercise Extension Option #2 (Oct. 1, 2016 – Sept. 30, 2017)	\$ 96,128	\$ 282,943
Amendment No. 5: Add funds to Agreement and modify Exhibits	\$ 2,211	\$ 285,154
Amendment No. 6: Exercise Extension Option #3 (Oct. 1, 2017 – Sept. 30, 2018)	\$ 98,339	\$ 383,493

- 3.0** The Agreement is hereby amended by making the following changes to the original Agreement  
**EXHIBITS:**

~~Exhibit A.1 – Program Work Statement is deleted in its entirety and replaced with a new Exhibit A.1 – Program Work Statement. [Revised 8/8/2017]~~

~~Exhibit B.1 – Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 – Program Budget and Narrative. [Revised 8/8/2017]~~

- 4.0 The Agreement is hereby amended by deleting the specified term and condition in its entirety and replacing it with the following:

Section 4.1.2 Payment to INTEGRAL CARE shall be made in the following increments:

4.1.2.1 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to INTEGRAL CARE shall not exceed \$98,339 (Ninety Eight Thousand Three Hundred Thirty Nine dollars).

- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City's Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Sixth Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature: 

AUSTIN TRAVIS COUNTY MENTAL  
HEALTH AND MENTAL RETARDATION  
CENTER dba INTEGRAL CARE  
David Evans, Chief Executive Officer  
1430 Collier Street  
Austin, TX 78704

Date: 9.18.17

**CITY OF AUSTIN**

Signature: 

Sara Hensley, Interim Assistant City Manager  
City of Austin  
PO Box 1088  
Austin, TX 78767

Date: 9-10-5-17



## ***Program Work Statement***

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<i>Contract Start Date</i>	10/1/2014	<i>Contract End Date</i>	9/30/2018
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### ***Program Goals And Objectives***

Community Advancement Network (CAN) is a unique partnership of public, private, non-profit and faith-based organizations working together to enhance the social, health, educational and economic well-being of Central Texas. As a neutral convener, connector, and informer in the community, the CAN partnership works to promote a community of equity and opportunity for all.

### ***Program Clients Served***

The Community Advancement Network does not provide direct social services to clients. The Community Advancement Network provides a community forum for creative and collaborative problem solving, inclusive community participation and community consensus building. Key stakeholders include policy-makers, administrators, planners, leaders of issue area groups and coalitions, other community-based organizations, and the community at large.

### ***Program Services And Delivery***

CAN serves as a neutral convener, connector, and informer that helps our community optimize its resources and close the opportunity gap.

The CAN is governed and led by the CAN Partners, representing key funders and stakeholders in Austin/Travis County who share a common vision that enhancing the community's well-being requires working collectively across many jurisdictions. CAN Partners include: City of Austin, Travis County, Interfaith Action of Central Texas (iACT), Seton Healthcare Family, St. David's Foundation, Central Health, Greater Austin Chamber of Commerce, Austin Travis County Integral Care, Community Justice Council, United Way Capital Area, One Voice Central Texas, Austin Independent School District, Workforce Solutions - Capital Area, Capital Metro, University of Texas at Austin, St. Edward's University, Austin Community College, the Greater Austin Asian Chamber of Commerce, the Greater Austin Hispanic Chamber of Commerce, the Greater Austin Black Chamber of Commerce, Huston-Tillotson University, Del Valle Independent School District, Manor Independent School District, City of Pflugerville and Goodwill Industries of Central Texas.

Background Information on CAN's Work: A Common Vision, shared aspirations for all people living in a community of equity and opportunity, was adopted by the CAN Board of Directors in 2008 after a year of community discussion. A Community Dashboard, comprised of community indicators that provide a snapshot of how our community is doing in regard to achieving that common vision, was adopted by the CAN Board of Directors in 2009. An on-line dashboard and annual report were first produced in 2010. CAN's Strategic Framework for Action was then developed in 2011-2012 and summarizes strategies identified by stakeholders across many jurisdictions and disciplines to achieve our common vision.

CAN convenes, connects and informs individuals and organizations working to achieve CAN's vision and goals as follows:

CONVENING: CAN regularly convenes individuals and organizations to identify and share what more is needed to turn the curve on indicators and achieve our common vision including:

- CAN Board of Directors: Elected officials, policy makers and executive managers representing each of the 25 CAN partner organizations, who support the organization's vision, mission and purpose. The CAN Board approves the strategic direction of the organization and ensures effective organizational planning to achieve the CAN mission. The Board also approves the CAN budget, provides financial oversight and ensures there are adequate resources to implement the CAN mission.

- CAN Community Council: A self-appointed board of up to 30 community members reflecting the diversity, interests, concerns, organizations, issues and populations of the Central Texas community. The Council is appointed through an annual application and election process. The Community Council provides a communication link between the community at large and the Board of Directors. The Council helps raise community awareness about issues by providing a non-partisan forum for the exchange of information on community conditions and efforts to address needs.

- CAN Dashboard Steering Committee: Appointed by the Chairman of the CAN Board of Directors each year. This Committee reviews the dashboard and makes recommendations for improvements to the CAN Board of Directors.

- CAN Work Groups: Professionals, issue area experts, service providers and community members who help CAN accomplish

*Created 9/14/2016 7:00:00 PM*

*Last Modified, If Applicable 8/8/2017 12:42:00 PM*

## ***Program Work Statement***

**Contract Start Date** 10/1/2014 **Contract End Date** 9/30/2018

its work plan. CAN work groups are created on an ad-hoc basis to address areas needing our community's collaborative action and attention for each goal area. For example, areas of focus for 2015 included the following: a Regional Summit Planning Committee, the Language Access Work Group, and Cultural Competence, Diversity and Inclusion Work Group.

•Other CAN events: CAN also hosts summits, forums and events as identified in its annual work plan. These events provide an opportunity for community leaders, professionals, issue area experts, service providers and community members to learn about our community's issues and efforts underway to address needs.

**INFORMING:** CAN enhances awareness of issues and efforts related to the areas of the CAN Dashboard and Framework in the following ways:

•CAN Website ([canatx.org](http://canatx.org)): CAN regularly updates its website which provides a repository of research and resource tools to inform individuals and organizations in research, planning, advocacy, and resource development.

•CAN Dashboard ([cancommunitydashboard.org](http://cancommunitydashboard.org)): CAN conducts an annual update of the on-line Community Dashboard and all the drill-down information. This update is accompanied by the production of an annual Dashboard Report that shows progress made towards CAN's vision, disparities still needing collective action and attention, and key initiatives working to move indicators in the right direction.

•Children and Youth Dashboard: CAN will continue to update data for the indicators identified by the ReadyBy21 Coalition, which provide an overview of key indicators related to the well-being of children and youth.

•CANews: CAN's monthly e-newsletter shares new research, reports, initiatives and community engagement opportunities with close to 5,000 individuals in Central Texas.

•Together We CAN! On-line Civic Action Tool ([www.wecanatx.org](http://www.wecanatx.org)): Developed with Leadership Austin, this tool shares practical ideas of action people can take where they live, learn, work and serve to enhance our community's well-being CAN will seek input on updating this civic action tool as part of its website redesign.

•Cultural Competence, Diversity, Inclusion Toolkit ([www.canatx.org/CAN-Initiatives/ccdi/index.php](http://www.canatx.org/CAN-Initiatives/ccdi/index.php)): Developed in collaboration of the University of Texas Division of Diversity & Community Engagement, this on-line repository of resources and information help organizations promote cultural competence, diversity and inclusion.

•Social Media (@CAN\_Austin twitter feed and facebook page): CAN informs followers about new research, reports, initiatives and other news relevant to our work on a weekly basis.

•CAN Equity Blog – In May 2017, CAN launched a new information tool referred as the CAN Equity Blog. The Equity Blog is an information resource where local, state and national data and research are used to better understand local equity challenges, local efforts to address equity challenges are highlighted, effective practices from other communities are examined, and ideas for expanding equity are advanced.

•Profiles of Collaboration – In 2017, CAN introduced a new publication called Profiles of Collaboration. These profiles are intended to highlight community collaborations that are functioning at a high level in order to: (i) highlight the efforts of community stakeholders on address community challenges through collaboration; and (ii) serve as a guide for understanding how effective collaboration may be established and maintained.

•Forums and Meetings: CAN regularly shares research of CAN partner organizations and other agencies to inform dialogue related to addressing key issues. These forums provide an opportunity for individuals and organizations to connect so that resources may be better leveraged.

**CONNECTING:** In all its work, CAN helps connect individuals and organizations from a range of sectors and issue areas working to enhance opportunity for people in our community. Relationships formed from these networking opportunities created by CAN foster an environment of collaboration. Connections are made as follows:

•Community Leaders: CAN Board meetings help connect partners from various organizations to each other so that they may have an understanding of how their own organization's work relates to the work of other organizations in achieving CAN's vision. Board meeting topics focus on the various goal areas of CAN's Community Dashboard and Strategic Framework,

*Created 9/14/2016 7:00:00 PM*

*Last Modified, If Applicable 8/8/2017 12:42:00 PM*

## ***Program Work Statement***

***Contract Start Date*** 10/1/2014 ***Contract End Date*** 9/30/2018

giving Board members an opportunity to learn about each issues and efforts.

•Practitioners and Issue Experts: CAN work groups and forums help connect practitioners from various organizations so that they can better understand each others' efforts and identify opportunities to collaborate.

•Community Members: CAN's Community Council meetings, work groups, and forums help community members connect to each other and to community leaders, service providers and issue experts working to address community needs.

•Researchers and Planners: CAN's Dashboard Steering Committee helps connect the work of researchers and planners representing the various goal areas of CAN's Community Dashboard.

CAN's Annual Work Plan: CAN's annual work plan guides the use of CAN's resources to promote CAN's mission.

In December of each year, the CAN Partners adopt an annual work plan that helps focus the use of CAN's resources in the following year. This annual Work Plan (<http://www.canatx.org/CAN-Initiatives/>) helps guide CAN's work.

### ***System for Collecting and Reporting Program Data***

ATCIC will report data using CTK. CAN uses Constant Contact email marketing to conduct stakeholder surveys and is careful to invite people to participate in the survey via a link to assure the anonymity of participants.

CAN collects and reports data for the CAN Dashboard, Children and Youth Dashboard and other meetings and reports through a variety of sources, including the U.S. Census and American Community Survey, the CDC's Behavioral Risk Factor Surveillance System, Texas Education Agency, FBI, Texas Department of Public Safety, Texas Workforce Commission, Texas Department of Transportation, and other sources. We also collect data directly from community partners, such as the E3 Alliance, Travis County Health and Human Services, Ending Community Homelessness Coalition (ECHO), and Travis County Criminal Justice Planning.

### ***Performance Evaluation***

CAN periodically surveys the people in its network to determine whether CAN's efforts helped participants stay connected and informed about community issues and efforts to enhance equity and opportunity in the community as well as the extent to which CAN's products and services were used by survey respondents.

CAN staff also report annual accomplishments to the CAN Board of Directors and provide an annual report to CAN stakeholders through email marketing.

CAN also collects feedback about CAN programs/events from participants to assess program impact and effectiveness.

### ***Quality Improvement***

CAN will track data relating to CAN partner participation in board activities/ programming, the community's utilization of CAN resources, and engagement of individuals and organizations in CAN programs/events to assess the effectiveness of CAN's efforts from year to year. These factors will be considered in the development of the annual work plan.

### ***Service Coordination with Other Agencies***

CAN is a partnership of 25 entities who cooperatively fund the work of CAN and set a direction for organization at an annual retreat. The work that is undertaken by CAN is intrinsically cooperative/collaborative. Please refer to the program and services section.

### ***Service Collaboration with Other Agencies***

This is not a formal collaboration contract.

### ***Community Planning Activities***

The CAN Mission is to achieve sustainable social, health, educational and economic outcomes through engaging the

*Created 9/14/2016 7:00:00 PM*

*Last Modified, If Applicable 8/8/2017 12:42:00 PM*

## ***Program Work Statement***

***Contract Start Date*** 10/1/2014 ***Contract End Date*** 9/30/2018

community in a planning and implementation process that coordinates and optimizes public, private, individual actions and resources. CAN Staff provide management, coordination, communication and follow-through for all phases of this community collaborative process.

## Program Budget and Narrative

Program Start 10/1/2017

Program End 9/30/2018

	City Share	Other	Total
Salary plus Benefits	\$98,339.00	\$171,165.00	\$269,504.00
General Operations Expenses	\$0.00	\$0.00	\$0.00
Program Subcontractors	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$0.00	\$0.00	\$0.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$98,339.00	\$171,165.00	\$269,504.00

### Detailed Budget Narrative

Salaries plus Benefits Salaries, benefits, and employment taxes for CAN staff

General Op Expenses

Program Subcontractors

Staff Travel

Conferences

Food and Beverage

Financial Assistance

Other Assistance

Capital Outlay



**AMENDMENT NO. 5  
INTERLOCAL COOPERATION AGREEMENT  
No. NI150000001  
BETWEEN  
THE CITY OF AUSTIN  
AND  
AUSTIN TRAVIS COUNTY MENTAL HEALTH  
AND MENTAL RETARDATION CENTER  
DBA  
INTEGRAL CARE  
FOR  
COMMUNITY ADVANCEMENT NETWORK (CAN) ADMINISTRATION**

This Fifth Amendment to the Interlocal Agreement identified as Agreement Number **NI150000001** (Agreement) is entered into by and between the City of Austin (City), a Texas home-rule municipal corporation, and Austin Travis County Mental Health and Mental Retardation Center *dba* Integral Care (INTEGRAL CARE), a political subdivision of the State of Texas.

The City and INTEGRAL CARE hereby agree to the Agreement revisions listed below.

- 1.0** The Agreement is hereby amended by replacing all references to "Health and Human Services Department (HHSD)" with "Austin Public Health (APH)."
- 2.0** The total amount for this Fifth Amendment to the Agreement is ***Two Thousand Two Hundred Eleven dollars (\$2,211)***. The total Agreement amount is recapped below:

<b>Term</b>	<b>Agreement Change Amount</b>	<b>Total Agreement Amount</b>
Basic Term: (Oct. 1, 2014 – Sept. 30, 2015)	n/a	\$ 68,187
Amendment No. 1: Add Funds to Agreement	\$ 22,500	\$ 90,687
Amendment No. 2: Exercise Extension Option #1 (Oct. 1, 2015 – Sept. 30, 2016)	\$ 90,687	\$ 181,374
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 5,441	\$ 186,815
Amendment No. 4: Exercise Extension Option #2 (Oct. 1, 2016 – Sept. 30, 2017)	\$ 96,128	\$ 282,943
Amendment No. 5: Add funds to Agreement and modify Exhibits	\$ 2,211	\$ 285,154

- 3.0** The Agreement is hereby amended by making the following changes to the original Agreement EXHIBITS:



**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 1/11/2017]

**Exhibit E – Business Associate Agreement** is added to the Agreement.

- 4.0 The Agreement is hereby amended by deleting the specified term and condition in its entirety and replacing it with the following:

Section 1.2 **Responsibilities of INTEGRAL CARE.** INTEGRAL CARE shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. INTEGRAL CARE shall assure that all Agreement provisions are met by any SubGrantees performing services for INTEGRAL CARE.

Section 4.1 **Agreement Amount.** INTEGRAL CARE acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 36 month term shall not exceed the amount approved by City Council, which is **\$285,154 (Two Hundred Eighty Five Thousand One Hundred Fifty Four dollars)**, and \$98,339 (*Ninety Eight Thousand Three Hundred Thirty Nine dollars*) per remaining 12 month extension option, for a total Agreement amount of \$580,171. Continuation of the Agreement beyond the initial 36 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City's Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. INTEGRAL CARE must submit a Budget Revision Form to the City **prior** to the submission of INTEGRAL CARE's first monthly billing to the City following the transfer.

Section 4.1.2 Payment to INTEGRAL CARE shall be made in the following increments:

4.1.2.1 For the Program Period of 10/1/2016 through 9/30/2017, the payment from the City to INTEGRAL CARE shall not exceed \$98,339 (*Ninety Eight Thousand Three Hundred Thirty Nine dollars*).

Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to INTEGRAL CARE, and City will make no payment in connection with such request.

Section 4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to INTEGRAL CARE. The City shall provide INTEGRAL CARE written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

Section 4.7.1 The City agrees to pay INTEGRAL CARE for services rendered under this Agreement and to reimburse INTEGRAL CARE for actual, eligible expenses incurred and paid in



accordance with all terms and conditions of this Agreement. The City shall not be liable to INTEGRAL CARE for any costs incurred by INTEGRAL CARE which are not reimbursable as set forth in Section 4.8.

Section 4.7.4 The City shall not be liable to INTEGRAL CARE for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by INTEGRAL CARE which were: a) incurred prior to the effective date of this Agreement or outside the Program Period as referenced in Section 4.1.2, or b) not billed to the City within 5 business days before the due date for the INTEGRAL CARE's annual Agreement Progress Report or Agreement Closeout Summary Report, whichever is applicable.

Section 4.7.6 INTEGRAL CARE shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. INTEGRAL CARE's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. INTEGRAL CARE must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

Section 4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. INTEGRAL CARE agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; INTEGRAL CARE must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for INTEGRAL CARE's annual Agreement Progress Report or Agreement Closeout Summary Report, whichever is applicable.

Section 4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

Section 4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds) (Self-insurance reserves and pension funds are allowable)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees
14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

Section 4.9.4 INTEGRAL CARE shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ctlkdm.com/austin/> and required AFR Attachments, including a copy of the INTEGRAL CARE's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the INTEGRAL CARE's annual financial audit report or financial review report as outlined in Section 4.12.4. If INTEGRAL CARE filed a Form 990 or Form 990EZ extension request, INTEGRAL CARE shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

#### Section 4.10 INTEGRAL CARE's Policies and Procedures

Section 4.10.1 INTEGRAL CARE shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; SubAgreementing and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 INTEGRAL CARE shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If INTEGRAL CARE is not subject to the Single Audit Act, and expends \$750,000 or more during INTEGRAL CARE's fiscal year, then INTEGRAL CARE shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 INTEGRAL CARE must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of INTEGRAL CARE's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. INTEGRAL CARE may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to INTEGRAL CARE's Board of Directors or a committee of the Board.

- i. INTEGRAL CARE's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if INTEGRAL CARE fails to submit the Board Certification form, as required by this Section.

Section 8.6 **Business Continuity**. INTEGRAL CARE warrants that it has adopted a business continuity plan that describes how INTEGRAL CARE will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. INTEGRAL CARE shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.2.4 require that all SubGrantees obtain and maintain, throughout the term of their SubAgreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the SubAgreement, with the City being a named insured as its interest shall appear; and

**5.0** The Agreement is hereby amended by adding the following terms and conditons as specified:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 INTEGRAL CARE shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. INTEGRAL CARE shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the INTEGRAL CARE's governing body.

Section 8.6.1 INTEGRAL CARE agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. INTEGRAL CARE's participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.



Section 8.21.2.6 maintain and make available to the City, upon request, Certificates of Insurance for all SubGrantees.

Section 8.27 **Public Information Act.** INTEGRAL CARE acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

Section 8.28 **HIPAA Standards.** As applicable, INTEGRAL CARE and SubGrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. INTEGRAL CARE must maintain HIPAA-compliant Business Associate Agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then INTEGRAL CARE acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

Section 8.29 **Political and Sectarian Activity.** No portion of the funds received by INTEGRAL CARE under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

Section 8.30 **Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through INTEGRAL CARE. INTEGRAL CARE and its SubGrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

- 6.0 MBE/WBE goals were not established for this Agreement.
- 7.0 Based on the criteria in the City's Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 8.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

9.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Fifth Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature: \_\_\_\_\_

AUSTIN-TRAVIS COUNTY MENTAL  
HEALTH AND MENTAL RETARDATION  
CENTER DBA INTEGRAL CARE  
David Evans, Executive Director  
1430 Collier Street  
Austin, TX 78704

Date: \_\_\_\_\_

5.16.17

**CITY OF AUSTIN**

Signature: \_\_\_\_\_

Sara Hensley, Assistant City Manager  
City of Austin  
PO Box 1088  
Austin, TX 78767

Date: \_\_\_\_\_

6-5-17

## Program Budget and Narrative

Program Start 10/01/2016  
Program End 09/30/2017

	City Share	Other	Total
<b>Salary plus Benefits</b>	<b>\$98,339.00</b>	<b>\$167,230.00</b>	<b>\$265,569.00</b>
General Operations Expenses	\$0.00	\$0.00	\$0.00
Program Subcontractors	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
<b>Operations SubTotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
<b>Direct Assistance SubTotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Capital Outlay Amount</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$98,339.00</b>	<b>\$167,230.00</b>	<b>\$265,569.00</b>

### Detailed Budget Narrative

#### Salaries plus Benefits

Salaries, benefits, and employment taxes for CAN staff

#### General Op Expenses

#### Program Subcontractors

#### Staff Travel

#### Conferences

#### Food and Beverage

#### Financial Assistance

#### Other Assistance

#### Capital Outlay



## **BUSINESS ASSOCIATE AGREEMENT PROVISIONS**

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

### **RECITALS**

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
  2. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
  3. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
  4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of



this definition, the term “record” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as “HIPAA Rules.”
  6. Individual. “Individual” shall mean the person who is the subject of the protected health information.
  7. Incident. “Incident” means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
  8. Protected Health Information (“PHI”). “Protected Health Information” or PHI shall have the same meaning as the term “protected health information” in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
  9. Required by Law. “Required by Law” shall mean a mandate contained in law that compels a use or disclosure of PHI.
  10. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
  11. Sensitive Personal Information. “Sensitive Personal Information” shall mean an individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver’s license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
  12. Subcontractor. “subcontractor” shall have the same meaning as the term “subcontractor” in 45 C.F.R. §160.103.
  13. Unsecured PHI. “Unsecured PHI” shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
  - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
  - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
  - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
  - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
  - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
  - (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.



10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to



the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

**G. Term and Termination.**

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
  - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

#### H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.



## **MEMORANDUM**

**City of Austin  
Financial & Administrative Services Department  
Purchasing Office**

**DATE:** 01/05/17

**TO:** Memo to File

**FROM:** Marty James, Buyer II

**RE:** MA 9100 NI150000001 AUSTIN TRAVIS COUNTY INTEGRAL CARE

Please note this agreement was created by the Health and Human Services Department (HHSD) and is administered and maintained by same. There is no procurement function other than the creation of the payment vehicle.





**AMENDMENT NO. 4  
TO  
INTERLOCAL COOPERATION AGREEMENT  
No. NI150000001  
BETWEEN  
THE CITY OF AUSTIN  
AND  
AUSTIN-TRAVIS COUNTY MENTAL HEALTH  
AND MENTAL RETARDATION CENTER  
DBA  
AUSTIN TRAVIS COUNTY INTEGRAL CARE  
FOR  
COMMUNITY ADVANCEMENT NETWORK (CAN) ADMINISTRATION**

- 1.0 This Fourth Amendment to the Interlocal Agreement, identified as Contract Number **NI150000001**, is entered into by and between the City of Austin, a Texas home-rule municipal corporation, and Austin-Travis County Mental Health and Mental Retardation Center, dba Austin Travis County Integral Care (ATCIC), a political subdivision of the State of Texas.
- 2.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 3.0 The total amount for this Amendment to the Contract is *Ninety Six Thousand One Hundred Twnety Eight dollars (\$96,128)*. The total Contract amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Oct. 1, 2014 – Sept. 30, 2015)	n/a	\$ 68,187
Amendment No. 1: Add Funds to Contract	\$ 22,500	\$ 90,687
Amendment No. 2: Exercise Extension Option #1 (Oct. 1, 2015 – Sept. 30, 2016)	\$ 90,687	\$ 181,374
Amendment No. 3: Add funds to Contract and modify Exhibits	\$ 5,441	\$ 186,815
Amendment No. 4: Exercise Extension Option #2 (Oct. 1, 2016 – Sept. 30, 2017)	\$ 96,128	\$ 282,943

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit A.1 -- Program Work Statement** is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 10/18/2016]

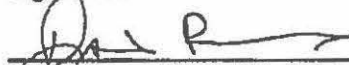
**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 10/13/2016]

- 4.0 MBE/WBE goals were not established for this Contract.
- 5.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.
- 6.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 7.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

**CONTRACTOR**

Signature: \_\_\_\_\_

  
AUSTIN-TRAVIS COUNTY MENTAL  
HEALTH AND MENTAL RETARDATION  
CENTER DBA AUSTIN TRAVIS COUNTY  
INTEGRAL CARE  
David Evans, Executive Director  
1430 Collier Street  
Austin, TX 78704

Date: 12.2.16

**CITY OF AUSTIN**

Signature: \_\_\_\_\_

  
Bert Lumpheras, Assistant City Manager  
City of Austin  
PO Box 1088  
Austin, TX 78767

Date: 12/22/16

## Program Work Statement

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Contract Start Date	10/1/2014	Contract End Date	9/30/2017
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### Program Goals And Objectives

Community Advancement Network (CAN) is a unique partnership of public, private, non-profit and faith-based organizations working together to enhance the social, health, educational and economic well-being of Central Texas. As a neutral convener, connector, and informer in the community, the CAN partnership works to promote a community of equity and opportunity for all.

### Program Clients Served

The Community Advancement Network does not provide direct social services to clients. The Community Advancement Network provides a community forum for creative and collaborative problem solving, inclusive community participation and community consensus building. Key stakeholders include policy-makers, administrators, planners, leaders of issue area groups and coalitions, other community-based organizations, and the community at large.

### Program Services And Delivery

CAN serves as a neutral convener, connector, and informer that helps our community optimize its resources and close the opportunity gap.

The CAN is governed and led by the CAN Partners, representing key funders and stakeholders in Austin/Travis County who share a common vision that enhancing the community's well-being requires working collectively across many jurisdictions. CAN Partners include: City of Austin, Travis County, Interfaith Action of Central Texas (IACT), Seton Healthcare Family, St. David's Foundation, Central Health, Greater Austin Chamber of Commerce, Austin Travis County Integral Care, Community Justice Council, United Way Capital Area, One Voice Central Texas, Austin Independent School District, Workforce Solutions - Capital Area, Capital Metro, University of Texas at Austin, St. Edward's University, Austin Community College, the Greater Austin Asian Chamber of Commerce, the Greater Austin Hispanic Chamber of Commerce, the Greater Austin Black Chamber of Commerce, Huston-Tillotson University, Del Valle Independent School District, Manor Independent School District, City of Pflugerville and Goodwill Industries of Central Texas.

Background Information on CAN's Work: A Common Vision, shared aspirations for all people living in a community of equity and opportunity, was adopted by the CAN Board of Directors in 2008 after a year of community discussion. A Community Dashboard, comprised of community indicators that provide a snapshot of how our community is doing in regard to achieving that common vision, was adopted by the CAN Board of Directors in 2009. An on-line dashboard and annual report were first produced in 2010. CAN's Strategic Framework for Action was then developed in 2011-2012 and summarizes strategies identified by stakeholders across many jurisdictions and disciplines to achieve our common vision.

CAN convenes, connects and informs individuals and organizations working to achieve CAN's vision and goals as follows:

**CONVENING:** CAN regularly convenes individuals and organizations to identify and share what more is needed to turn the curve on indicators and achieve our common vision including:

- CAN Board of Directors: Elected officials, policy makers and executive managers representing each of the 25 CAN partner organizations, who support the organization's vision, mission and purpose. The CAN Board approves the strategic direction of the organization and ensures effective organizational planning to achieve the CAN mission. The Board also approves the CAN budget, provides financial oversight and ensures there are adequate resources to implement the CAN mission.

- CAN Community Council: A self-appointed board of up to 30 community members reflecting the diversity, interests, concerns, organizations, issues and populations of the Central Texas community. The Council is appointed through an annual application and election process. The Community Council provides a communication link between the community at large and the Board of Directors. The Council helps raise community awareness about issues by providing a non-partisan forum for the exchange of information on community conditions and efforts to address needs.

- CAN Dashboard Steering Committee: Appointed by the Chairman of the CAN Board of Directors each year. This Committee reviews the dashboard and makes recommendations for improvements to the CAN Board of Directors.

- CAN Work Groups: Professionals, issue area experts, service providers and community members who help CAN accomplish

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Last Modified, If Applicable 10/18/2016 10:42:00 AM

## Program Work Statement

**Contract Start Date** 10/1/2014 **Contract End Date** 9/30/2017

its work plan. CAN work groups are created on an ad-hoc basis to address areas needing our community's collaborative action and attention for each goal area. For example, areas of focus for 2015 included the following: a Regional Summit Planning Committee, the Language Access Work Group, and Cultural Competence, Diversity and Inclusion Work Group.

•Other CAN events: CAN also hosts summits, forums and events as identified in its annual work plan. These events provide an opportunity for community leaders, professionals, issue area experts, service providers and community members to learn about our community's issues and efforts underway to address needs.

**INFORMING:** CAN enhances awareness of issues and efforts related to the areas of the CAN Dashboard and Framework in the following ways:

•CAN Website (canatx.org): CAN regularly updates its website which provides a repository of research and resource tools to inform individuals and organizations in research, planning, advocacy, and resource development.

•CAN Dashboard (cancommunitydashboard.org): CAN conducts an annual update of the on-line Community Dashboard and all the drill-down information. This update is accompanied by the production of an annual Dashboard Report that shows progress made towards CAN's vision, disparities still needing collective action and attention, and key initiatives working to move indicators in the right direction.

•Children and Youth Dashboard: CAN will continue to update data for the indicators identified by the ReadyBy21 Coalition, which provide an overview of key indicators related to the well-being of children and youth.

•CANews: CAN's monthly e-newsletter shares new research, reports, initiatives and community engagement opportunities with close to 5,000 individuals in Central Texas.

•Together We CAN! On-line Civic Action Tool (www.wecanatx.org): Developed with Leadership Austin, this tool shares practical ideas of action people can take where they live, learn, work and serve to enhance our community's well-being. CAN will seek input on updating this civic action tool as part of its website redesign.

•Cultural Competence, Diversity, Inclusion Toolkit (www.canatx.org/CAN-Initiatives/ccdi/index.php): Developed in collaboration of the University of Texas Division of Diversity & Community Engagement, this on-line repository of resources and information help organizations promote cultural competence, diversity and inclusion.

•Social Media (@CAN\_Austin twitter feed and facebook page): CAN informs followers about new research, reports, initiatives and other news relevant to our work on a weekly basis.

•Forums and Meetings: CAN regularly shares research of CAN partner organizations and other agencies to inform dialogue related to addressing key issues. These forums provide an opportunity for individuals and organizations to connect so that resources may be better leveraged.

**CONNECTING:** In all its work, CAN helps connect individuals and organizations from a range of sectors and issue areas working to enhance opportunity for people in our community. Relationships formed from these networking opportunities created by CAN foster an environment of collaboration. Connections are made as follows:

•Community Leaders: CAN Board meetings help connect partners from various organizations to each other so that they may have an understanding of how their own organization's work relates to the work of other organizations in achieving CAN's vision. Board meeting topics focus on the various goal areas of CAN's Community Dashboard and Strategic Framework, giving Board members an opportunity to learn about each issues and efforts.

•Practitioners and Issue Experts: CAN work groups and forums help connect practitioners from various organizations so that they can better understand each others' efforts and identify opportunities to collaborate.

•Community Members: CAN's Community Council meetings, work groups, and forums help community members connect to each other and to community leaders, service providers and issue experts working to address community needs.

•Researchers and Planners: CAN's Dashboard Steering Committee helps connect the work of researchers and planners

Created 9/14/2016 7:00:00 PM

Last Modified, If Applicable 10/18/2016 10:42:00 AM



## ***Program Work Statement***

*Contract Start Date*      10/1/2014      *Contract End Date*      9/30/2017  
representing the various goal areas of CAN's Community Dashboard.

CAN's Annual Work Plan: CAN's annual work plan guides the use of CAN's resources to promote CAN's mission.

In December of each year, the CAN Partners adopt an annual work plan that helps focus the use of CAN's resources in the following year. This annual Work Plan (<http://www.canatx.org/CAN-Initiatives/>) helps guide CAN's work.

### ***System for Collecting and Reporting Program Data***

ATCIC will report data using CTK. CAN uses Constant Contact email marketing to conduct stakeholder surveys and is careful to invite people to participate in the survey via a link to assure the anonymity of participants.

CAN collects and reports data for the CAN Dashboard, Ready By 21 and other meetings and reports through a variety of sources, including the U.S. Census and American Community Survey, the CDC's Behavioral Risk Factor Surveillance System, Texas Education Agency, FBI, Texas Department of Public Safety, Texas Workforce Commission, Texas Department of Transportation, and other sources. We also collect data directly from community partners, such as the E3 Alliance, Travis County Health and Human Services, Ending Community Homelessness Coalition (ECHO), and Travis County Criminal Justice Planning.

### ***Performance Evaluation***

CAN periodically surveys the people in its network to determine whether CAN's efforts helped participants stay connected and informed about community issues and efforts to enhance equity and opportunity in the community as well as the extent to which CAN's products and services were used by survey respondents.

CAN staff also report annual accomplishments to the CAN Board of Directors and provide an annual report to CAN stakeholders through email marketing.

CAN also collects feedback about CAN programs/events from participants to assess program impact and effectiveness.

### ***Quality Improvement***

CAN will track data relating to CAN partner participation in board activities/ programming, the community's utilization of CAN resources, and engagement of individuals and organizations in CAN programs/events to assess the effectiveness of CAN's efforts from year to year. These factors will be considered in the development of the annual work plan.

### ***Service Coordination with Other Agencies***

CAN is a partnership of 25 entities who cooperatively fund the work of CAN and set a direction for organization at an annual retreat. The work that is undertaken by CAN is intrinsically cooperative/collaborative. Please refer to the program and services section.

### ***Service Collaboration with Other Agencies***

This is not a formal collaboration contract.

### ***Community Planning Activities***

The CAN Mission is to achieve sustainable social, health, educational and economic outcomes through engaging the community in a planning and implementation process that coordinates and optimizes public, private, individual actions and resources. CAN Staff provide management, coordination, communication and follow-through for all phases of this community collaborative process.

## Program Budget and Narrative

Program Start 10/1/2016  
Program End 9/30/2017

	City Share	Other	Total
Salary plus Benefits	\$96,128.00	\$175,156.00	\$271,284.00
General Operations Expenses	\$0.00	\$0.00	\$0.00
Program Subcontractors	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$0.00	\$0.00	\$0.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$96,128.00	\$175,156.00	\$271,284.00

### Detailed Budget Narrative

#### Salaries plus Benefits

Salaries, benefits, and employment taxes for CAN staff

#### General Op Expenses

#### Program Subcontractors

#### Staff Travel

#### Conferences

#### Food and Beverage

#### Financial Assistance

#### Other Assistance

#### Capital Outlay



**AMENDMENT NO. 3  
TO  
INTERLOCAL COOPERATION AGREEMENT  
No. NI150000001  
BETWEEN  
THE CITY OF AUSTIN  
AND  
AUSTIN-TRAVIS COUNTY MENTAL HEALTH  
AND MENTAL RETARDATION CENTER  
DBA  
AUSTIN TRAVIS COUNTY INTEGRAL CARE  
FOR  
COMMUNITY ADVANCEMENT NETWORK (CAN) ADMINISTRATION**

- 1.0 This Third Amendment to the Interlocal Agreement, identified as Contract Number **NI150000001**, is entered into by and between the City of Austin, a Texas home-rule municipal corporation, and Austin-Travis County Mental Health and Mental Retardation Center, dba Austin Travis County Integral Care (ATCIC), a political subdivision of the State of Texas.
- 2.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 3.0 The total amount for this Amendment to the Contract is **Five Thousand Four Hundred Forty One dollars (\$5,441)**. The total Contract amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Oct. 1, 2014 – Sept. 30, 2015)	n/a	\$ 68,187
Amendment No. 1: Add Funds to Contract	\$ 22,500	\$ 90,687
Amendment No. 2: Extension Option #1 (Oct. 1, 2015 – Sept. 30, 2016)	\$ 90,687	\$ 181,374
Amendment No. 3: Add funds to Contract and modify Exhibits	\$ 5,441	\$ 186,815

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 3/23/2016]

- 4.0 The following contract TERMS and CONDITIONS have been revised:

**Section 4.1 [Contract Amount]**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial twenty-four (24) month term shall not exceed the amount approved by City Council, which is **\$186,815 (One Hundred Eighty Six Thousand Eight Hundred Fifteen dollars)**, and

\$96,128 (Ninety Six Thousand One Hundred Twenty Eight dollars) per twelve (12) month extension option, for a total Contract amount of \$571,327. Continuation of the Contract beyond the initial twelve (12) months is specifically contingent upon the availability and allocation of funding by City Council.

Sections 4.1.2.2, 4.1.2.3, 4.1.2.4, 4.1.2.5 and 4.1.2.6 are deleted from the Contract in their entirety.

5.0 MBE/WBE goals were not established for this Contract.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020508-91, the Living Wage requirement does not apply to this Contract.

7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

**CONTRACTOR**

Signature: \_\_\_\_\_

AUSTIN-TRAVIS COUNTY MENTAL  
HEALTH AND MENTAL RETARDATION  
CENTER DBA AUSTIN TRAVIS COUNTY  
INTEGRAL CARE

David Evans, Executive Director  
1430 Collier Street  
Austin, TX 78704

Date: \_\_\_\_\_

4.7.16

**CITY OF AUSTIN**

Signature: \_\_\_\_\_

City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: \_\_\_\_\_

05/02/16





**AMENDMENT NO. 2  
TO  
INTERLOCAL COOPERATION AGREEMENT  
No. NI150000001  
BETWEEN  
THE CITY OF AUSTIN  
AND  
AUSTIN-TRAVIS COUNTY MENTAL HEALTH  
AND MENTAL RETARDATION CENTER  
DBA  
AUSTIN TRAVIS COUNTY INTEGRAL CARE  
FOR  
COMMUNITY ADVANCEMENT NETWORK (CAN) ADMINISTRATION**

This second amendment (Second Amendment) to the Interlocal Agreement, identified as Contract Number **NI150000001**, is entered into by and between the City of Austin, a Texas home-rule municipal corporation, and Austin-Travis County Mental Health and Mental Retardation Center, dba Austin Travis County Integral Care (ATCIC), a political subdivision of the State of Texas. This Second Amendment has an effective date of October 1, 2015.

The City of Austin and ATCIC hereby agree to the contract revisions listed below:

- 1.0 The total amount for this Second Amendment is ***Ninety Thousand Six Hundred Eighty Seven dollars (\$90,687)***. The total contract amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Oct. 1, 2014 – Sept. 30, 2015)	n/a	\$ 68,187
Amendment No. 1: Add Funds to Contract	\$ 22,500	\$ 90,687
Amendment No. 2: Extension Option #1 (Oct. 1, 2015 – Sept. 30, 2016)	\$ 90,687	\$ 181,374

- 2.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit A.1 -- Program Work Statement** is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 9/21/2015]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 9/21/2015]

This Second Amendment reflects the exercise of the first 12-month extension option from October 1, 2015 to September 30, 2016.

- 3.0 **Sections 1.1 [Engagement of the Contractor], 1.2 [Responsibilities of the Contractor], 3.1 [Contractor's Obligations], and 4.8.1 [Reimbursement Only]** have been modified by replacing any reference to *"Exhibit A.1 Program Work Statement"* with *"Contract Exhibits"*
- 4.0 **Section 4.2 [Requests for Payment]** is hereby amended by adding the following after the second sentence:
- If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday.**
- 5.0 **Section 4.8.3 [Allowable Costs]** is hereby amended by adding the following after the second sentence:
- The item shall be specifically identified in the budget.
- 6.0 **Section 4.8.4 [Unallowable Costs]** is hereby amended by adding the following:
- (14)- Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
  - (15)- Entertainment Costs
  - (16)- Fundraising and development costs
  - (17)- Idle facilities and idle capacity
- 7.0 **Section 4.9.1 [Reports]** is hereby amended by deleting the first sentence and replacing it as follows:
- ATCIC must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2.
- 8.0 **Section 4.9.2 [Reports]** is hereby amended by adding the following after the first sentence:
- If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday.
- 9.0 **Section 4.9.3 [Reports]** is hereby amended by adding the following after the first sentence:
- An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.
- 10.0 **Section 4.11.3 [Monitoring and Evaluation]** is hereby amended by deleting and replacing it with the following:
- ATCIC shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.
- 11.0 **Section 4.12.6 [Financial Audit of Contractor]** is hereby amended by deleting the last two sentences and replacing them with the following:
- A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the ATCIC's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if ATCIC fails to submit either the Board Certification form or the Board minutes as required by this section.

- 12.0 **Section 4.12.7 [Financial Audit of Contractor]** is hereby amended by deleting the first sentence and replacing it with the following:

The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board.

- 13.0 **Section 4.13.2 [Ownership of Property]** is hereby amended by deleting the second sentence and replacing it with the following:

ATCIC shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

- 14.0 **Section 6.1.1.5 [Insurance- General Requirements]** is hereby amended by deleting and replacing it with the following:

ATCIC must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

- 15.0 **Section 8.1 [Criminal Background Checks]** is hereby amended by deleting and replacing it with the following:

ATCIC and its Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). ATCIC shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

- 16.0 **Section 8.7 [Notices]** is hereby amended by deleting "Stephanie Hayden, Assistant Director" and replacing it with "Shannon Jones, Director"

- 17.0 MBE/WBE goals do not apply to this Contract.

- 18.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

- 19.0 By signing this Second Amendment, ATCIC certifies that ATCIC and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

- 20.0 All other Contract terms and conditions remain the same.

- 21.0 This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

BY THE SIGNATURES affixed below, this Second Amendment is hereby incorporated into and made a part of the above-referenced contract with the Effective Date of October 1, 2015.

**CONTRACTOR**

Signature: \_\_\_\_\_

AUSTIN TRAVIS COUNTY MENTAL  
HEALTH & MENTAL RETARDATION CTR  
DBA AUSTIN TRAVIS COUNTY INTEGRAL  
CARE  
David Evans, Executive Director  
1430 Collier Street  
Austin, TX 78704

Date: \_\_\_\_\_

11.12.15

**CITY OF AUSTIN**

Signature: \_\_\_\_\_

Bert Lumberras, Assistant City Manager  
City of Austin  
PO Box 4088  
Austin, TX 78767

Date: \_\_\_\_\_

12/21/15

**EXHIBITS**

**Exhibit A.1- Program Work Statement**

**Exhibit B.1- Program Budget and Narrative**



## Program Work Statement

Contract Start Date

10/1/2014

Contract End Date

9/30/2016

### Program Goals And Objectives

Community Advancement Network (CAN) is a unique partnership of public, private, non-profit and faith-based organizations which leverage mutual resources to collectively improve social, health, educational and economic opportunities in our community. As a neutral convener, connector, and informer, the CAN partnership works to promote a community of equity and opportunity for all.

### Program Clients Served

CAN does not provide direct social services to clients. CAN provides a community forum for creative and collaborative problem solving, inclusive community participation and community consensus building. Key stakeholders include policy-makers, senior executives, administrators, planners, leaders of issue area groups and coalitions, other community-based organizations, and the community at large.

### Program Services And Delivery

In 2015-2016, CAN will continue to serve as a neutral convener, connector, and informer that helps our community optimize its resources and close the opportunity gap.

The CAN is governed and led by the CAN Partners, representing key funders and stakeholders in Austin/Travis County who share a common vision that enhancing the community's well-being requires working collectively across many jurisdictions. CAN Partners include: City of Austin, Travis County, Interfaith Action of Central Texas (IACT), Seton Healthcare Family, St. David's Foundation, Central Health, Austin Chamber of Commerce, Austin Travis County Integral Care, Community Justice Council, United Way for Greater Austin, One Voice Central Texas, Austin Independent School District, Workforce Solutions - Capital Area, Capital Metro, University of Texas at Austin, St. Edward's University, Austin Community College, the Greater Austin Asian Chamber of Commerce, the Greater Austin Hispanic Chamber of Commerce, the Greater Austin Black Chamber of Commerce; Huston-Tillotson University, Manor Independent School District, City of Pflugerville, Del Valle Independent School District, and Goodwill Industries of Central Texas.

Background Information on CAN's Work: A common vision- shared aspirations for all people living in a community of equity and opportunity- was adopted by the CAN Board of Directors in 2008 after a year of community discussion. A Community Dashboard, comprised of community indicators that provide a snapshot of how our community is doing in regard to achieving that common vision, was adopted by the CAN Board of Directors in 2009. An on-line dashboard and annual report were first produced in 2010 and have been updated each spring since then. CAN's Strategic Framework for Action was developed in 2011-2012 and summarizes strategies identified by stakeholders across many jurisdictions and disciplines to achieve the common vision.

CAN convenes, connects and informs individuals and organizations working to achieve CAN's vision and goals as follows:

CONVENING: CAN regularly convenes individuals and organizations to identify and share what more is needed to turn the curve on indicators and achieve our common vision including:

- CAN Board of Directors: Elected officials, policy makers and senior executives representing each of the 25 CAN partner organizations serve on this governing body. The CAN Board approves the strategic direction of the organization and ensures effective organizational planning to achieve the CAN mission. The Board also approves the CAN budget, provides financial oversight, and ensures there are adequate resources to implement the CAN mission.
- CAN Community Council: Self-appointed board of up to 30 community members reflecting the diversity, interests, concerns, organizations, issues and populations of the Central Texas community. The Council is appointed through an annual application and election process. The Community Council provides a communication link between the community at large and the Board of Directors. The Council helps raise community awareness about issues by providing a non-partisan forum for the exchange of information on community conditions and efforts to address needs.
- CAN Dashboard Steering Committee: The CAN Community Dashboard Steering Committee is comprised of content experts for each of the Dashboard indicators and is appointed by the Chair of the CAN Board of Directors each year. This Committee reviews the dashboard and makes recommendations for indicators and setting targets and goals for those indicators to the

Created 9/21/2015 12:06:00 PM

Last Modified, If Applicable 10/28/2015 2:58:00 PM

## ***Program Work Statement***

***Contract Start Date***

**10/1/2014**

***Contract End Date***

**9/30/2016**

CAN Board of Directors.

- CAN Work Groups: Professionals, issue area experts, service providers and community members are appointed to Work Groups by the CAN Chair to assist with specific CAN Work Plan objectives.
- CAN Forums: Quarterly and annual forums provide an opportunity for community leaders, professionals, issue area experts, service providers and community members to learn about our community's issues and efforts underway to address needs.

INFORMING: CAN enhances awareness of issues and efforts related to the areas of the CAN Dashboard and Framework in the following ways:

- CAN Website ([www.canatx.org](http://www.canatx.org)): CAN regularly updates its website which provides a repository of research and resource tools to inform individuals and organizations in research, planning, advocacy, and resource development. The website also includes minutes, agendas and presentations shared with the CAN Board of Directors, Community Council and Executive Committee.
- CAN Dashboard ([cancommunitydashboard.org](http://cancommunitydashboard.org)): CAN conducts an annual update of the on-line Community Dashboard and all the drill-down information. This update is accompanied by the production of an annual Dashboard Report that shows progress made towards CAN's vision, disparities still needing collective action and attention, and key initiatives working to move indicators in the right direction.
- Ready By 21 Dashboard ([centex-communitydashboards.org](http://centex-communitydashboards.org)): CAN works with the Ready By 21 Coalition to conduct an annual update to the on-line Ready By 21 Dashboard that provides an overview of key indicators related to the well-being of children and youth.
- CANews: CAN's monthly e-newsletter shares new research, reports, initiatives and community engagement opportunities with over 5,000 individuals in Central Texas.
- Together We CAN! On-line Civic Action Tool ([www.wecanatx.org](http://www.wecanatx.org)): Developed with Leadership Austin, this tool shares practical ideas of action people can take where they live, learn, work and serve to enhance our community's well-being.
- Cultural Competence, Diversity, Inclusion Toolkit ([www.canatx.org/CAN-Initiatives/ccdi/index.php](http://www.canatx.org/CAN-Initiatives/ccdi/index.php)): Developed in collaboration of the University of Texas Division of Diversity & Community Engagement, this on-line repository of resources and information help organizations promote cultural competence, diversity and inclusion.
- Social Media (@CAN\_Austin twitter feed and Community Advancement Network facebook page): CAN informs followers about new research, reports, initiatives and other news relevant to our work on a weekly basis.
- Forums and Meetings: CAN regularly shares research of CAN partner organizations and other agencies to inform dialogue related to addressing key issues. These forums provide an opportunity for individuals and organizations to connect so that resources may be better leveraged.

CONNECTING: In all its work, CAN helps connect individuals and organizations from a range of sectors and issue areas working to enhance opportunity for people in our community. Relationships formed from these networking opportunities created by CAN foster an environment of collaboration. Connections are made as follows:

- Community Leaders: CAN Board meetings help connect partners from various organizations to each other so that they may have an understanding of how their own organization's work relates to the work of other organizations in achieving CAN's vision. Board meeting topics focus on the various goal areas of CAN's Community Dashboard, giving Board members an opportunity to learn about each others issues and efforts.
- Practitioners and Issue Experts: CAN work groups and forums help connect practitioners from various organizations so that they can better understand each others' efforts and identify opportunities to collaborate.
- Community Members: CAN's Community Council meetings, work groups, and forums help community members connect to each other and to community leaders, service providers and issue experts working to address community needs.

*Created 9/21/2015 12:06:00 PM*

*Last Modified, If Applicable 10/28/2015 2:58:00 PM*



## ***Program Work Statement***

***Contract Start Date***      10/1/2014      ***Contract End Date***      9/30/2016

- Researchers and Planners: CAN's Dashboard Steering Committee helps connect the work of researchers and planners representing the various goal areas of CAN's Community Dashboard.

CAN's Annual Work Plan: CAN's annual work plan guides the use of CAN's resources to promote CAN's mission.

In December of each year, the CAN Partners adopt an annual work plan that helps focus the use of CAN's resources in the following year. This annual Work Plan (<http://www.canatx.org/CAN-Initiatives/>) helps guide CAN's work.

### ***System for Collecting and Reporting Program Data***

CAN uses Constant Contact email marketing to conduct stakeholder surveys. We are careful to invite people to participate in the survey via a link to assure the anonymity of participants.

CAN uses Constant Contact email marketing to conduct stakeholder surveys that assure the anonymity of participants.

The CAN Dashboard includes data from a variety of sources, including the U.S. Census and American Community Survey, the CDC's Behavioral Risk Factor Surveillance System, Texas Education Agency, FBI, Texas Department of Public Safety, Texas Workforce Commission, Texas Department of Transportation, and other sources. We also collect data directly from community partners, such as the E3 Alliance, Travis County Health and Human Services, Ending Community Homelessness Coalition (ECHO), and Travis County Sheriff's Office.

CAN will report its progress in achieving its annual Work Plan objectives to the City, and to community members at large, in an annual report due in January of each year.

### ***Performance Evaluation***

Surveys of CAN's network are conducted in October of odd numbered years and help inform the CAN Board of Director's deliberations regarding the adoption of a Work Plan for the following year. The survey asks participants if CAN's efforts have helped them stay connected and informed about community issues and efforts to enhance equity and opportunity in our community; and the extent that CAN's products and services were used by survey respondents.

These are the results of CAN's survey conducted in March and April of 2014: [http://www.canatx.org/CAN-Councils/Board\\_of\\_Directors/Archives/2014/SurveyResultsSummary2014.pdf](http://www.canatx.org/CAN-Councils/Board_of_Directors/Archives/2014/SurveyResultsSummary2014.pdf)

All the work that is produced by CAN is done through a collaborative process. Please refer to the Program Services Section.

### ***Quality Improvement***

This section is Not Applicable to this Agreement.

### ***Service Coordination with Other Agencies***

All the work that is produced by CAN is done through a collaborative process. Please refer to the Program Services Section.

### ***Service Collaboration with Other Agencies***

All the work that is produced by CAN is done through a collaborative process. Please refer to the Program Services Section.

### ***Community Planning Activities***

Please refer to the Program Services Section.

## Program Budget and Narrative

Program Start 10/1/2015  
Program End 9/30/2016

	City Share	Other	Total
Salary plus Benefits	\$90,687.00	\$195,597.00	\$286,284.00
General Operations Expenses	\$0.00	\$0.00	\$0.00
Program Subcontractors	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$0.00	\$0.00	\$0.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$90,687.00	\$195,597.00	\$286,284.00

### Detailed Budget Narrative

#### Salaries plus Benefits

Salaries plus Benefits: The City of Austin contribution, combined with other CAN partner contributions, supports a staff, which currently consists of an Executive Director, an Assistant Director, a Research Analyst, a Program Coordinator, and a 1/4 time web developer. Benefits offered to full-time employees include health insurance, life insurance, long term disability, pension plan, Workers Comp and FICA.

#### General Op Expenses

#### Program Subcontractors

#### Staff Travel

#### Conferences

#### Food and Beverage

#### Financial Assistance

#### Other Assistance

#### Capital Outlay



**AMENDMENT NO. 1  
TO  
INTERLOCAL COOPERATION AGREEMENT  
No. NI150000001  
BETWEEN  
THE CITY OF AUSTIN  
AND  
AUSTIN-TRAVIS COUNTY MENTAL HEALTH  
AND MENTAL RETARDATION CENTER  
DBA  
AUSTIN TRAVIS COUNTY INTEGRAL CARE  
FOR  
COMMUNITY ADVANCEMENT NETWORK (CAN) ADMINISTRATION**

This First Amendment (Amendment) to the Interlocal Agreement, which is identified as Contract Number **NI150000001**, is entered into by and between the City of Austin, a Texas home-rule municipal corporation, and Austin-Travis County Mental Health and Mental Retardation Center, dba Austin Travis County Integral Care (ATCIC), a political subdivision of the State of Texas. This First Amendment has an effective date of October 1, 2014.

- 1.0 The City of Austin and ATCIC hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Twenty Two Thousand Five Hundred dollars (\$22,500)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Oct. 1, 2014 – Sept. 30, 2015)	n/a	\$ 68,187
Amendment No. 1: Add Funds to Contract	\$ 22,500	\$ 90,687

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit A.1 -- Program Work Statement** is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. Updates to Exhibit A.1 are administrative in nature and are not updates resulting from the addition of the funds as set out in this Amendment.

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. With the addition of the funds as set out in this Amendment, the previous reference to a halftime research assistant is replaced in Exhibit B.1 with a reference to a fulltime Research Analyst. An additional halftime position was added for the Readyby21 program, resulting in the fulltime Research Analyst reference. Any additional staffing edits to Exhibit B.1 are administrative in nature and clarifications of previously referenced staff titles.



4.0 **Section 4.1** is deleted in its entirety and replaced with the following:

4.1. **Contract Amount.** ATCIC acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by City under this Contract for the initial twelve (12) month term shall not exceed the amount approved by City Council, which is **\$90,687** (*Ninety Thousand Six Hundred Eighty Seven dollars*), and \$90,687 per twelve (12) month extension option, with five (5) 12-month extension options, for a total Contract amount of \$544,122. Continuation of the Contract beyond the initial 12 months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 ATCIC shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** ATCIC may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total – or – \$50,000, whichever is less;
- ii. The transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. The transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval and must meet all of the conditions outlined in Section 4.1.1.1(ii) and (iii) above.

- i. ATCIC must submit a Budget Revision Form to the City prior to the submission of ATCIC's first monthly billing to the City following the transfer.

4.1.2 Payment to ATCIC shall be made in the following increments:

4.1.2.1 For the program period of October 1, 2014 through September 30, 2015, the payment from the City to ATCIC shall not exceed \$90,687;

4.1.2.2 For the program period of October 1, 2015 through September 30, 2016, the payment from the City to ATCIC shall not exceed \$90,687;

4.1.2.3 For the program period of October 1, 2016 through September 30, 2017, the payment from the City to ATCIC shall not exceed \$90,687;

4.1.2.4 For the program period of October 1, 2017 through September 30, 2018, the payment from the City to ATCIC shall not exceed \$90,687;

4.1.2.5 For the program period of October 1, 2018 through September 30, 2019, the payment from the City to ATCIC shall not exceed \$90,687;

4.1.2.6 For the program period of October 1, 2019 through September 30, 2020, the payment from the City to ATCIC shall not exceed \$90,687.

5.0 MBE/WBE goals do not apply to this Contract.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

7.0 By signing this Amendment, ATCIC certifies that ATCIC and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

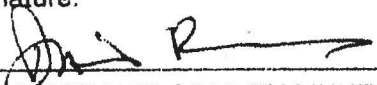
8.0 All other Contract terms and conditions remain the same.

9.0 This Amendment may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract with the Effective Date of October 1, 2014.

**CONTRACTOR**

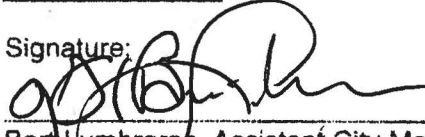
Signature: \_\_\_\_\_

  
AUSTIN TRAVIS COUNTY MENTAL  
HEALTH & MENTAL RETARDATION CTR  
DBA AUSTIN TRAVIS COUNTY INTEGRAL  
CARE  
David Evans, Executive Director  
1430 Collier Street  
Austin, TX 78704

Date: 2.19.15

**CITY OF AUSTIN**

Signature: \_\_\_\_\_

  
Bert Lumberras, Assistant City Manager  
City of Austin  
PO Box 1088  
Austin, TX 78767

Date: 03/03/15

**EXHIBITS**

**Exhibit A.1- Program Work Statement**

**Exhibit A.2- Program Budget and Narrative**

## ***Program Work Statement***

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<b><i>Contract Start Date</i></b>	<b>10/1/2014</b>	<b><i>Contract End Date</i></b>	<b>9/30/2015</b>
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### ***Program Goals And Objectives***

Community Advancement Network (CAN) is a unique partnership of public, private, non-profit and faith-based organizations working together to enhance the social, health, educational and economic well-being of Central Texas. As a neutral convener, connector, and informer in the community, the CAN partnership works to promote a community of equity and opportunity for all.

### ***Program Clients Served***

CAN does not provide direct social services to clients. CAN provides a community forum for creative and collaborative problem solving, inclusive community participation and community consensus building. Key stakeholders include policy-makers, administrators, planners, leaders of issue area groups and coalitions, other community-based organizations, and the community at large.

### ***Program Services And Delivery***

In 2014-2015, CAN will continue to serve as a neutral convener, connector, and informer that helps our community optimize its resources and close the opportunity gap.

The CAN is governed and led by the CAN Partners, representing key funders and stakeholders in Austin/Travis County who share a common vision that enhancing the community's well-being requires working collectively across many jurisdictions. CAN Partners include: City of Austin, Travis County, Interfaith Action of Central Texas (iACT), Seton Healthcare Family, St. David's Foundation, Central Health, Austin Chamber of Commerce, Austin Travis County Integral Care, Community Justice Council, United Way for Greater Austin, One Voice Central Texas, Austin Independent School District, Workforce Solutions - Capital Area, Capital Metro, University of Texas at Austin, St. Edward's University, Austin Community College, the Greater Austin Asian Chamber of Commerce, the Greater Austin Hispanic Chamber of Commerce, the Greater Austin Black Chamber of Commerce; Huston-Tillotson University, Manor Independent School District, City of Pflugerville, Del Valle Independent School District, and Goodwill Industries of Central Texas.

Background Information on CAN's Work: A common vision- shared aspirations for all people living in a community of equity and opportunity- was adopted by the CAN Board of Directors in 2008 after a year of community discussion. A Community Dashboard, comprised of community indicators that provide a snapshot of how our community is doing in regard to achieving that common vision, was adopted by the CAN Board of Directors in 2009. An on-line dashboard and annual report were first produced in 2010. CAN's Strategic Framework for Action was then developed in 2011-2012 and summarizes strategies identified by stakeholders across many jurisdictions and disciplines to achieve our common vision.

CAN convenes, connects and informs individuals and organizations working to achieve CAN's vision and goals as follows:

CONVENING: CAN regularly convenes individuals and organizations to identify and share what more is needed to turn the curve on indicators and achieve our common vision including:

- CAN Board of Directors: Elected officials, policy makers and executive managers representing each of the 25 CAN partner organizations, who support the organization's vision, mission and purpose. The CAN Board approves the strategic direction of the organization and ensures effective organizational planning to achieve the CAN mission. The Board also approves the CAN budget, provides financial oversight and ensures there are adequate resources to implement the CAN mission.
- CAN Community Council: Self-appointed board of up to 30 community members reflecting the diversity, interests, concerns, organizations, issues and populations of the Central Texas community. The Council is appointed through an annual application and election process. The Community Council provides a communication link between the community at large and the Board of Directors. The Council helps raise community awareness about issues by providing a non-partisan forum for the exchange of information on community conditions and efforts to address needs.
- CAN Dashboard Steering Committee: The CAN Community Dashboard Steering Committee is appointed by the Chairman of the CAN Board of Directors each year. This Committee reviews the dashboard and makes recommendations for improvements to the CAN Board of Directors.

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*Last Modified, If Applicable 2/5/2015 10:02:00 AM*

## ***Program Work Statement***

**Contract Start Date** 10/1/2014      **Contract End Date** 9/30/2015

• CAN Work Groups: Professionals, issue area experts, service providers and community members who help CAN accomplish its work plan. CAN work groups are created on an ad-hoc basis and address areas needing our community's collaborative action and attention for each goal area. For example, areas of focus for 2014 included the following:

-We are safe, just and engaged- community engagement in place-based planning efforts; cultural competency, diversity and inclusion; and interpretation and translation services

-Our basic needs are met - the state and effectiveness of the safety net; and food security

-We are healthy - coordination of prevention and intervention efforts related to adverse childhood experiences; and

-We achieve our full potential - youth development through Ready By 21 and higher education student persistence.

• CAN Forums: Quarterly and annual forums that provide an opportunity for community leaders, professionals, issue area experts, service providers and community members to learn about our community's issues and efforts underway to address needs.

INFORMING: CAN enhances awareness of issues and efforts related to the areas of the CAN Dashboard and Framework in the following ways:

• CAN Website ([canatx.org](http://canatx.org)): CAN regularly updates its website which provides a repository of research and resource tools to inform individuals and organizations in research, planning, advocacy, and resource development.

• CAN Dashboard ([cancommunitydashboard.org](http://cancommunitydashboard.org)): CAN conducts an annual update of the on-line Community Dashboard and all the drill-down information. This update is accompanied by the production of an annual Dashboard Report that shows progress made towards CAN's vision, disparities still needing collective action and attention, and key initiatives working to move indicators in the right direction.

• Ready By 21 Dashboard ([centex-communitydashboards.org](http://centex-communitydashboards.org)): CAN works with the Ready By 21 Coalition to conduct an annual update to the on-line Ready By 21 Dashboard that provides an overview of key indicators related to the well-being of children and youth.

• CANews: CAN's monthly e-newsletter shares new research, reports, initiatives and community engagement opportunities with close to 5,000 individuals in Central Texas.

• Together We CAN! On-line Civic Action Tool ([www.wecanatx.org](http://www.wecanatx.org)): Developed with Leadership Austin, this tool shares practical ideas of action people can take where they live, learn, work and serve to enhance our community's well-being.

• Cultural Competence, Diversity, Inclusion Toolkit ([www.canatx.org/CAN-Initiatives/ccdi/index.php](http://www.canatx.org/CAN-Initiatives/ccdi/index.php)): Developed in collaboration of the University of Texas Division of Diversity & Community Engagement, this on-line repository of resources and information help organizations promote cultural competence, diversity and inclusion.

• Social Media (@CAN\_Austin twitter feed and facebook page): CAN informs followers about new research, reports, initiatives and other news relevant to our work on a weekly basis.

• Forums and Meetings: CAN regularly shares research of CAN partner organizations and other agencies to inform dialogue related to addressing key issues. These forums provide an opportunity for individuals and organizations to connect so that resources may be better leveraged.

CONNECTING: In all its work, CAN helps connect individuals and organizations from a range of sectors and issue areas working to enhance opportunity for people in our community. Relationships formed from these networking opportunities created by CAN foster an environment of collaboration. Connections are made as follows:

• Community Leaders: CAN Board meetings help connect partners from various organizations to each other so that they may have an understanding of how their own organization's work relates to the work of other organizations in achieving CAN's vision. Board meeting topics focus on the various goal areas of CAN's Community Dashboard and Strategic Framework, giving Board members an opportunity to learn about each issues and efforts.

• Practitioners and Issue Experts: CAN work groups and forums help connect practitioners from various organizations so

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*Last Modified, If Applicable 2/5/2015 10:02:00 AM*

## ***Program Work Statement***

**Contract Start Date** 10/1/2014 **Contract End Date** 9/30/2015

that they can better understand each others' efforts and identify opportunities to collaborate.

- **Community Members:** CAN's Community Council meetings, work groups, and forums help community members connect to each other and to community leaders, service providers and issue experts working to address community needs.
- **Researchers and Planners:** CAN's Dashboard Steering Committee helps connect the work of researchers and planners representing the various goal areas of CAN's Community Dashboard.

**CAN's Annual Work Plan:** CAN's annual work plan guides the use of CAN's resources to promote collaborative action across the goal areas of the CAN Vision, Community Dashboard and Strategic Framework for Action:

- We are safe, just and engaged.
- Our basic needs are met.
- We are healthy.
- We achieve our full potential.

In December of each year, the CAN Partners adopt an annual work plan that helps focus the use of CAN's resources in the following year. This annual Work Plan (<http://www.canatx.org/CAN-Initiatives/>) helps guide CAN's work.

### ***System for Collecting and Reporting Program Data***

CAN uses Constant Contact email marketing to conduct stakeholder surveys. We are careful to invite people to participate in the survey via a link to assure the anonymity of participants.

CAN collects and reports data for the CAN Dashboard, Ready By 21 and other meetings and reports through a variety of sources, including the U.S. Census and American Community Survey, the CDC's Behavioral Risk Factor Surveillance System, Texas Education Agency, FBI, Texas Department of Public Safety, Texas Workforce Commission, Texas Department of Transportation, and other sources. We also collect data directly from community partners, such as the E3 Alliance, Travis County Health and Human Services, Ending Community Homelessness Coalition (ECHO), and Travis County Criminal Justice Planning.

CAN will report data to the City in an annual report due in January of each year.

### ***Performance Evaluation***

Surveys of CAN's network are conducted every other year (2014, 2016, 2018) and help determine whether CAN's efforts helped participants stay connected and informed about community issues and efforts to enhance equity and opportunity in our community; and the extent that CAN's products and services were used by survey respondents.

These are the results of CAN's survey conducted in March and April of 2014: [http://www.canatx.org/CAN-Councils/Board\\_of\\_Directors/Archives/2014/SurveyResultsSummary2014.pdf](http://www.canatx.org/CAN-Councils/Board_of_Directors/Archives/2014/SurveyResultsSummary2014.pdf)

The next full survey of CAN stakeholders will occur in March and April of 2016.

CAN staff also report annual Accomplishments to the CAN Board of Directors and a Year End Report to the all CAN stakeholders through email marketing.

### ***Quality Improvement***

This section is Not Applicable to this Agreement.

### ***Service Coordination with Other Agencies***

All the work that is produced by CAN is done through a collaborative process. Please refer to the Program Services Section.

### ***Service Collaboration with Other Agencies***

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***Program Work Statement***

***Contract Start Date*** 10/1/2014      ***Contract End Date*** 9/30/2015

All the work that is produced by CAN is done through a collaborative process. Please refer to the Program Services Section.

***Community Planning Activities***

Please refer to the Program Services Section.

## Program Budget and Narrative

Program Start 10/1/2014

Program End 9/30/2015

	City Share	Other	Total
Salary plus Benefits	\$90,687.00	\$186,552.00	\$277,239.00
General Operations Expenses	\$0.00	\$0.00	\$0.00
Program Subcontractors	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$0.00	\$0.00	\$0.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$90,687.00	\$186,552.00	\$277,239.00

### Detailed Budget Narrative

**Salaries plus Benefits** Salaries plus Benefits: The City of Austin contribution, combined with other CAN partner contributions, supports a staff, which currently consists of an Executive Director, an Assistant Director, a Research Analyst, a Program Coordinator, and a 1/4 time web developer. Benefits offered to full-time employees include health insurance, life insurance, long term disability, pension plan, Workers Comp and FICA.

**General Op Expenses**

**Program Subcontractors**

**Staff Travel**

**Conferences**

**Food and Beverage**

**Financial Assistance**

**Other Assistance**

**Capital Outlay**



## **M E M O R A N D U M**

**City of Austin  
Financial & Administrative Services Department  
Purchasing Office**

**DATE:** August 22, 2014  
**TO:** Memo to File  
**FROM:** Erin D'Vincent, Senior Buyer Specialist  
**RE:** MA 9100 NI150000001

This MA is being created as a payment mechanism only. HHSD wrote this contract and Purchasing is setting it up on the financial system to allow for payments.



**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE CITY OF AUSTIN  
AND  
AUSTIN-TRAVIS COUNTY MENTAL HEALTH  
AND MENTAL RETARDATION CENTER  
DBA  
AUSTIN TRAVIS COUNTY INTEGRAL CARE  
FOR  
COMMUNITY ADVANCEMENT NETWORK (CAN) ADMINISTRATION**

**CONTRACT NO.** NI 150000001

**CONTRACT AMOUNT: \$68,187**

This Interlocal Cooperation Agreement ("Contract") is made by and between the City of Austin ("City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Austin-Travis County Mental Health and Retardation Center dba Austin Travis County Integral Care ("ATCIC"), a Texas community center formed under and governed by Chapter 534 of the Texas Health and Safety Code, having offices at 1430 Collier Street, Austin, TX 78704.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

**1.1 Engagement of ATCIC.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, ATCIC is engaged to provide administrative services as specified in Section 1.2 and oversight of the services set forth in the Program Work Statement, attached hereto as Exhibit A.1.

**1.2 Responsibilities of ATCIC.** ATCIC shall provide administrative services and oversight of the technical, professional, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Program Work Statement. The administrative services include financial management and employer of record for the Community Advancement Network (CAN).

**1.3 Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of ATCIC's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by ATCIC, and shall approve all requests for payment for payment, as appropriate. The City's Contract Manager shall give ATCIC timely feedback on the acceptability of progress and task reports.

**1.4 Designation of Key Personnel.** City's Contract Manager for this Contract shall be responsible for oversight and monitoring of ATCIC's performance under this Contract.

**1.4.1** City's Contract Manager, Willie Williams or designee:

- may meet with ATCIC to discuss any operational issues or the status of the services or work to be performed; and

-shall promptly review all written reports submitted by ATCIC, determine whether the reports comply with the terms of this Contract, and give ATCIC timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 ATCIC's Contract Manager, Louise Lynch, Provider Network and Authority Officer, shall represent ATCIC with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

## **SECTION 2. TERM**

2.1 **Term of Contract.** The Contract shall be in effect for a term of twelve (12) months beginning October 1, 2014 and may be extended thereafter for up to five (5) additional 12 month periods, subject to the approval of ATCIC and the City.

## **SECTION 3. PROGRAM WORK STATEMENT**

3.1 **ATCIC's Obligations.** ATCIC shall fully and timely submit documentation verifying all services described in Exhibit A.1, Program Work Statement in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

## **SECTION 4. COMPENSATION AND REPORTING**

4.1 **Contract Amount.** ATCIC acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by City under this Contract for the initial twelve (12) month term shall not exceed the amount approved by City Council, which is **\$68,187 (Sixty Eight Thousand One Hundred Eighty Seven dollars)**, and \$68,187 per twelve (12) month extension option, for a total Contract amount of \$409,122. Continuation of the Contract beyond the initial 12 months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 ATCIC shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** ATCIC may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the CITY under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. ATCIC must submit a Budget Revision Form to the CITY **prior** to the submission of ATCIC'S first monthly billing to the CITY following the transfer.

4.1.2 Payment to ATCIC shall be made in the following increments:

4.1.2.1 For the program period of October 1, 2014 through September 30, 2015, the payment from the City to ATCIC shall not exceed \$68,187;



4.1.2.2 For the program period of October 1, 2015 through September 30, 2016, the payment from the City to ATCIC shall not exceed \$68,187;

4.1.2.3 For the program period of October 1, 2016 through September 30, 2017, the payment from the City to ATCIC shall not exceed \$68,187;

4.1.2.4 For the program period of October 1, 2017 through September 30, 2018, the payment from the City to ATCIC shall not exceed \$68,187;

4.1.2.5 For the program period of October 1, 2018 through September 30, 2019, the payment from the City to ATCIC shall not exceed \$68,187;

4.1.2.6 For the program period of October 1, 2019 through September 30, 2020, the payment from the City to ATCIC shall not exceed \$68,187.

#### **4.2 Requests for Payment.**

Payment to ATCIC shall be due 30 calendar days following receipt by City's Contract Manager of ATCIC's fully completed "Payment Request" and "Monthly Expenditure Report", using the forms shown at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City's Contract Manager no later than 15 calendar days following the end of the month covered by the request and expenditure report. **ATCIC must provide the City with supporting documentation for each monthly Payment Request to include, but not limited to, a report of City contract expenditures generated from ATCIC's financial management system.** Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from ATCIC's financial management system
- Profit & Loss Detail report from ATCIC's financial management system
- Check ledger from ATCIC's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

**The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation from time to time, as needed.**

4.2.1 Unless otherwise expressly authorized in the Contract, ATCIC shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

#### **4.3 Payment.**

4.3.1 All proper requests for payment received by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for Payment received without all required information cannot be processed and will be returned to ATCIC.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due ATCIC to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by ATCIC;

4.3.3.2 third party claims, which are not covered by the insurance which ATCIC is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of ATCIC to pay any subcontractors or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or ATCICs, which is not covered by insurance required to be provided by ATCIC;

4.3.3.5 reasonable evidence that ATCIC's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of ATCIC to submit proper payment requests and expenditure reports with all required attachments and supporting documentation; or

4.3.3.7 failure of ATCIC to comply with any material provision of the Contract.

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to ATCIC. The City shall provide ATCIC written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by ATCIC under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against ATCIC, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of ATCIC to comply with the Contract or the terms of any warranty specified herein, (4) arising from ATCIC's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by ATCIC against the City other than those previously asserted in writing and not yet settled.

4.7 **Financial Terms.**

4.7.1 City agrees to pay ATCIC for services rendered under this Contract and to reimburse ATCIC for actual, eligible expenses incurred and billed in accordance with all terms and conditions of

this Contract. City shall not be liable to ATCIC for any costs incurred by ATCIC which are not reimbursable as set forth in Section 4.8.

4.7.2 City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to ATCIC will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until ATCIC is in full compliance.

4.7.4 City shall not be liable to ATCIC for any costs which have been paid under other agreements or from other funds. In addition, City shall not be liable for any costs incurred by ATCIC which were: a) incurred prior to the effective date of this Contract, or b) not billed to City within sixty (60) calendar days following termination date of this Contract.

4.7.5 ATCIC agrees to refund to City any funds paid under this Contract which City determines have resulted in overpayment to ATCIC or which City determines have not been spent by ATCIC in accordance with the terms of this Contract. Refunds shall be made by ATCIC within thirty (30) calendar days after a written refund request is submitted by City. City may, at its discretion, offset refunds due from any payment due ATCIC, and City may also deduct any loss, cost, or expense caused by ATCIC from funds otherwise due.

4.7.6 ATCIC shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. ATCIC's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 ATCIC is required to utilize an online contract management system for billing and reporting in accordance with City guidelines, policies, and procedures. ATCIC is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

#### **4.8 Allowable and Unallowable Costs.**

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current program period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Program Work Statement. ATCIC agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; ATCIC must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.



4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization."

1. Alteration, construction, or relocation of facilities
2. Contingency provisions (funds). (Excludes self-insurance reserves and pension funds)
3. Depreciation.
4. Entertainment costs
5. Equipment and other capital expenditures.
6. Fundraising, development, and investment management costs
7. Idle facilities and idle capacity
8. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
9. Organization costs (costs in connection with the establishment or reorganization of an organization)
10. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
11. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
12. Selling and marketing
13. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
5. Deferred costs
6. Donations and contributions including donated goods or space
7. Fines and penalties (including late fees)
8. Goods or services for officers' or employees' personal use
9. Housing and personal living expenses for organization's officers or employees
10. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
11. Lobbying or other expenses related to political activity
12. Losses on other agreements or contracts or casualty losses
13. Taxes, other than payroll and other personnel-related levies

#### 4.9 **Reports.**

4.9.1 ATCIC must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> no later than fifteen (15) calendar days following the end of the month covered by the request and expenditure report. ATCIC must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to ATCIC of an amount equal to City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 ATCIC shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. ATCIC shall

provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract closeout report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by ATCIC and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.4 ATCIC shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of ATCIC's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If ATCIC filed a Form 990 or Form 990EZ extension request, ATCIC shall provide City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.5 ATCIC shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 **ATCIC Policies and Procedures.** ATCIC shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 ATCIC agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by ATCIC and subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. ATCIC shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 ATCIC shall provide City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.3 ATCIC shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of minutes of those meetings.

4.12 **Financial Audit of ATCIC.**

4.12.1 In the event ATCIC receives combined receipts of federal financial assistance and outstanding federal direct, guaranteed or insured loan balances totaling five hundred thousand dollars (\$500,000) or more for any one-year period, ATCIC shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with 24 CFR, Part 44, OMB Circular A-133, the Single Audit Act of 1984, and the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions covering ATCIC's fiscal year until the end of the term of this Contract.

4.12.2 If ATCIC is not subject to the Single Audit Act, and expending five hundred thousand dollars (\$500,000) or more during ATCIC's fiscal year, then ATCIC shall have a full financial audit performed.



If less than five hundred thousand dollars (\$500,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 ATCIC shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 ATCIC must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of ATCIC's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. ATCIC may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from ATCIC;
- ii. That the auditor presented the financial audit report/financial review to ATCIC's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to ATCIC's Board of Directors or a committee of the Board.

4.12.6 City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to ATCIC's Board of Directors or a committee of the Board.

- i. ATCIC's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, ATCIC must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
  - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
  - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

City will deem the financial audit report/financial review incomplete if ATCIC fails to submit either the Board Certification form or the Board minutes as required by this section 4.12. Approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of ATCIC's financial audit report/financial review will be verified with ATCIC's Board Chair.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by OMB Cir A-133, in a ATCIC's audit requires the creation and submission to the City of a corrective action plan formally approved by ATCIC's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve ATCIC of the audit requirement set forth in this Section.

**4.12.9 Right To Audit By Office of City Auditor.**

4.12.9.1 ATCIC agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of ATCIC related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other

rights of termination or suspension set forth herein, City shall have the right to immediately suspend the Agreement, upon written notice to ATCIC, if ATCIC fails to cooperate with this audit provision. ATCIC shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of ATCIC are resolved, whichever is longer. ATCIC agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 ATCIC shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

#### 4.13 **Ownership of Property.**

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000) in order for the City to effect identification and recording for inventory purposes. ATCIC shall maintain adequate accountability and control over such property, maintain adequate property records, and perform an annual physical inventory of all such property and report this information in the Annual Summary (close out) report due sixty (60) days after the end of the Contract Term.

4.13.3 In the event ATCIC's services are retained under a subsequent agreement, and should ATCIC satisfactorily perform its obligations under this Contract, ATCIC shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to ATCIC two (2) years after purchase, unless notified by the City in writing.

### **SECTION 5. TERMINATION**

5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

5.2 **Default.** ATCIC shall be in default under the Contract if ATCIC (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in ATCIC's Offer, or in any report or deliverable required to be submitted by ATCIC to the City.

5.3 **Termination For Cause.** In the event of a default by ATCIC, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless ATCIC, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place ATCIC on probation for a specified period of time within which ATCIC must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines ATCIC has failed to perform satisfactorily during the

probation period, the City may proceed with suspension. In the event of a default by ATCIC, the City may suspend or debar ATCIC in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove ATCIC from the City's vendor list for up to five (5) years and any Offer submitted by ATCIC may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of ATCIC's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, ATCIC shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay ATCIC, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by ATCIC on any Offer or in any report or deliverable required to be submitted by ATCIC to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 6. OTHER DELIVERABLES**

- 6.1 **Insurance.** The following insurance requirements apply unless ATCIC submits acceptable evidence of self-insurance.

### **6.1.1 General Requirements**

6.1.1.1 ATCIC shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 ATCIC shall provide a Verification of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 ATCIC must also forward a Verification of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 ATCIC shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of ATCIC hereunder and shall not be construed to be a limitation of liability on the part of ATCIC.

6.1.1.5 ATCIC must submit Verification of insurance to the City for all subcontractors prior to the subcontractor's commencing work on the project.

6.1.1.6 ATCIC's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund and/or the Texas Council Risk Management Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain ATCIC's email address, and shall be mailed to the following address:



City of Austin  
Health and Human Services Department  
ATTN: Community Based Resources  
P. O. Box 1088  
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and ATCIC, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, ATCIC shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as ATCIC.

6.1.1.12 ATCIC shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 ATCIC shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 ATCIC shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** ATCIC shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of ATCIC.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000\* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Independent ATCIC's Coverage

6.1.2.1.2 Products/Completed Operations Liability for the duration of the warranty period

6.1.2.1.3 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

6.1.2.1.4 Thirty (30) calendar days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

6.1.2.1.5 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

6.1.2.1.6 If care of a child is provided outside the presence of a legal guardian or parent, ATCIC shall provide coverage for sexual abuse and molestation for a minimum limit of \$100,000/ \$300,000.

6.1.2.1.7 The policy shall be endorsed to cover injury to a child while the child is in the care of ATCIC or subcontractor.

\* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

**6.1.2.2 Business Automobile Liability Insurance.**

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.

b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage

6.1.2.2.2. Thirty (30) calendar days' Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

**6.1.2.3 Worker's Compensation** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401 The policy shall contain the following provisions and endorsements:

6.1.2.3.1 ATCIC's policy shall apply to the State of Texas

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty (30) calendar days' Notice of Cancellation, Form WC 420601, or equivalent coverage

**6.1.2.4 Professional Liability Insurance.**

6.1.2.4.1 ATCIC shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive



date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Errors and Omissions Insurance.** **Errors and Omissions** Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the verification of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. ATCIC shall, on at least an annual basis, provide the City with a verification of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment ATCIC shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Verification.** The following statement must be shown on the Verification of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

## 6.2 **Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No ATCIC or ATCIC's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless ATCIC has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. ATCIC shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and ATCIC's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as ATCIC.

6.2.2 **Americans With Disabilities Act (ADA) Compliance.** No ATCIC, or ATCIC's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

- 6.3 **Inspection of Premises.** City has the right to enter ATCIC's and subcontractor's work facilities and premises during ATCIC's regular work hours, and ATCIC agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4 **Rights to Proposal and Contractual Material.** All material submitted by ATCIC to the City shall become property of the City upon receipt. Any portions of such material claimed by ATCIC to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

## **SECTION 7. WARRANTIES**

- 7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.
- 7.2 **Performance Standards.** ATCIC warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. ATCIC may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If ATCIC is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from ATCIC, and purchase conforming services from other sources. In such event, ATCIC shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. ATCIC agrees to participate with City staff to update the performance measures.

## **SECTION 8. MISCELLANEOUS**

- 8.1 **Criminal Background Checks.** ATCIC and subcontractor(s) agree to perform a criminal background check on every employee or volunteer whose duties place him or her in contact with children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). ATCIC shall not assign or allow any employee or volunteer to be in direct contact with children, seniors 55 and older, or persons with IDD if the employee or volunteer would be barred from contact under the rules established by the Texas Department of Family and Protective Services.
- 8.2 **Compliance with Health, Safety, and Environmental Regulations.** ATCIC, its subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. ATCIC shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of ATCIC's obligations under this paragraph.
- 8.2.1 ATCIC or subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)
- 8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event ATCIC is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a

manner that is determined by the City to be unsafe to either life or property. Upon notification, ATCIC will cease all work until notified by the City that the violation or unsafe condition has been corrected. ATCIC shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

#### 8.4 **Indemnity.**

##### 8.4.1 [RESERVED]

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against ATCIC which arises under or concerns the Contract, or which could have a material adverse effect on ATCIC's ability to perform hereunder, ATCIC shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by ATCIC. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 **Business Continuity.** ATCIC warrants that it has adopted a business continuity plan that describes how ATCIC will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. ATCIC shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. ATCIC also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and ATCIC shall be addressed as follows:

To the City:	To ATCIC:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	Austin-Travis County Mental Health and Mental Retardation Ctr.	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: David Evans, Chief Executive Officer	ATTN: Carlos Rivera, Director
7201 Levander Loop, Bldg. H	PO Box 3548	7201 Levander Loop, Bldg. E
Austin, TX 78702	Austin, TX 78764-3548	Austin, TX 78702

8.8 **Confidentiality.** In order to provide the deliverables to the City, ATCIC may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). ATCIC acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. ATCIC (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly



permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided ATCIC promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. ATCIC agrees to use protective measures no less stringent than ATCIC uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- 8.9 **Advertising.** Where such action is appropriate as determined by the City, ATCIC shall publicize the activities conducted by ATCIC under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for ATCIC shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **No Contingent Fees.** ATCIC warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by ATCIC for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to ATCIC, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 **Gratuities.** The City may, by written notice to ATCIC, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by ATCIC or any agent or representative of ATCIC to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by ATCIC in providing such gratuities.
- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of ATCIC shall render the Contract voidable by the City.
- 8.13 **Independent ATCIC.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. ATCIC's services shall be those of an independent ATCIC. ATCIC agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and ATCIC and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by ATCIC without the prior written consent of the City. Any attempted assignment or delegation by ATCIC shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either ATCIC or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied

acceptance of any other existing or future default or defaults, whether of a similar or different character.

- 8.16 **Modifications.** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any ATCIC invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

- 8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

- 8.18 **Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and ATCIC agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and ATCIC will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

- 8.19 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Contract.

- 8.20 **Living Wage Policy**

[Reserved]

- 8.21 **subcontractors.**

8.21.1 If ATCIC identified subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, ATCIC shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). ATCIC shall not initially employ any subcontractor except as



provided in ATCIC's Plan. ATCIC shall not substitute any subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a subcontractor. If a Plan has been approved, ATCIC is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

8.21.2 Work performed for ATCIC by a subcontractor shall be pursuant to a written contract between ATCIC and subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.2.1 require that all deliverables to be provided by the subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm subcontractor compliance with all aspects of this Contract.

8.21.2.2 prohibit the subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and ATCIC. The City may require, as a condition to such further subcontracting, that the subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.2.3 require subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to ATCIC in sufficient time to enable ATCIC to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.2.4 require that all subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for ATCIC, with the City being a named insured as its interest shall appear; and

8.21.2.5 require that the subcontractor indemnify and hold the City harmless to the same extent as ATCIC is required to indemnify the City.

8.21.3 ATCIC shall be fully responsible to the City for all acts and omissions of the subcontractors just as ATCIC is responsible for ATCIC's own acts and omissions. Nothing in the Contract shall create for the benefit of any such subcontractor any contractual relationship between the City and any such subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

8.21.4 ATCIC shall pay each subcontractor its appropriate share of payments made to ATCIC not later than ten days after receipt of payment from the City.

8.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision

that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, ATCIC certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

**AUSTIN-TRAVIS COUNTY MENTAL HEALTH  
AND MENTAL RETARDATION CENTER  
DBA AUSTIN TRAVIS COUNTY INTEGRAL CARE**


Signature: 

Name: David Evans  
Printed Name

Title: CEO

Date: 8/19/2014

**CITY OF AUSTIN**

Signature: 

BERT LUMBRERAS, ASSISTANT CITY MANAGER  
CITY OF AUSTIN

Date: 09/29/14

## **EXHIBITS**

### **Exhibit A – Program Forms**

**A.1** Program Work Statement

### **Exhibit B – Program Budget Forms**

**B.1** Program Budget and Narrative

### **Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification**

## ***Program Work Statement***

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<b><i>Contract Start Date</i></b>	<b>10/1/2014</b>	<b><i>Contract End Date</i></b>	<b>9/30/2015</b>
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### ***Program Goals And Objectives***

Community Advancement Network (CAN) is a unique partnership of public, private, non-profit and faith based organizations working together to enhance the social, health, educational and economic well-being of Central Texas. As a neutral convenor, connector and informer in the community, the CAN partnership works to promote a community of equity and opportunity for all.

### ***Program Clients Served***

The Community Action Network does not provide direct social services to clients. The Community Action Network provides a community forum for creative and collaborative problem solving, inclusive community participation and community consensus building. Key stakeholders include policy-makers, administrators, planners, leaders of issue area groups and coalitions, other community-based organizations, and the community at large.

### ***Program Services And Delivery***

In 2014 through 2015, CAN will continue to serve as a neutral convenor, connector, and informer that helps our community optimize its resources and close the opportunity gap.

The CAN is governed and led by the CAN Partners, representing key funders and stakeholders in Austin/Travis County who share a common vision that enhancing the community's well-being requires working collectively across many jurisdictions. CAN Partners include: City of Austin, Travis County, interfaith Action of Central Texas (iACT), Seton Healthcare Family, St. David's Foundation, Central Health, Austin Chamber of Commerce, Austin Travis County Integral Care, Community Justice Council, United Way Capital Area, One Voice Central Texas, Austin Independent School District, Workforce Solutions - Capital Area, Capital Metro, University of Texas at Austin, St. Edward's University, and Austin Community College. In 2013, the Greater Austin Asian Chamber of Commerce; Greater Austin Hispanic Chamber of Commerce; and Huston-Tillotson University will become partners of the Community Action Network.

(See Attachment for additional details)

### ***System for Collecting and Reporting Program Data***

ATCIC- CAN will report data in annual report due in January of each year.

### ***Performance Evaluation***

CAN evaluates its effectiveness through a survey of participants at its annual retreat held in the fall. Here is a link to the survey questions and results from 2011: [http://www.caction.org/CAN-Councils/CAN\\_Retreats/2011/2011CANretreatPollResults.pdf](http://www.caction.org/CAN-Councils/CAN_Retreats/2011/2011CANretreatPollResults.pdf). A similar survey will be conducted at CAN's 2014 Policy Forum that will be convened in lieu of CAN's annual retreat. Two hundred community leaders and stakeholders representing a broad range of issues will be in attendance. Survey results from the 2013 Policy Forum was shared with the City of Austin in December 2013. Survey results from 2014 policy forums and/or CAN Retreat will be shared with the City of Austin in December 2014.

CAN also surveys the thousands of individuals who are on the distribution list for its electronic newsletter. These individuals are invited to participate in an on-line survey tool every other year (2010, 2012, 2014) regarding CAN's effectiveness in enhancing the community's awareness of issues, plans, and opportunities to provide input into community planning efforts. These results will be compiled and forwarded to the City of Austin by May 31, 2014.

### ***Quality Improvement***

All the work that is produced by CAN is done through a collaborative process. Please refer to the Program and Services Section

### ***Service Coordination with Other Agencies***

All the work that is produced by CAN is done through a collaborative process. Please refer to the Program and Services

*Created* 6/16/2014 2:58:00 PM

*Last Modified, If Applicable* 7/9/2014 5:38:00 PM



## ***Program Work Statement***

Section      *Contract Start Date*      10/1/2014      *Contract End Date*      9/30/2015

### ***Service Collaboration with Other Agencies***

See Attachment for detail

### ***Community Planning Activities***

The CAN Mission is to achieve sustainable social, health, educational and economic outcomes through engaging the community in a planning and implementation process that coordinates and optimizes public, private, individual actions and resources. CAN Staff provide management, coordination, communication and follow-through for all phases of this community collaborative process.



## Program Budget and Narrative

Program Start 10/1/2014  
Program End 9/30/2015

	City Share	Other	Total
Salary plus Benefits	\$68,187.00	\$0.00	\$68,187.00
General Operations Expenses	\$0.00	\$0.00	\$0.00
Consultants / Contractual	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$0.00	\$0.00	\$0.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$68,187.00	\$0.00	\$68,187.00

### Detailed Budget Narrative

**Salaries plus Benefits** Full Time Staff:Executive Director, Assitant Director, Program Associate, halftime webdesigner, halftime research assistant Benefits:Health Insurance, Life Insurance, Lond Term Disability, Pension Plan, Workers Comp and FICA.

**General Op Expenses**

**Consultants / Contractual**

**Staff Travel**

**Conferences**

**Food and Beverage**

**Financial Assistance**

**Other Assistance**

**Capital Outlay**

**City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas  
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:  
Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for*

*addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

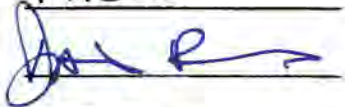
**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 19<sup>th</sup> day of August, 2014

CONTRACTOR  
Authorized  
Signature

Title

ATCIC  
  
CEO